

**2025-2035 FOURTH ROUND
HOUSING PLAN ELEMENT AND
FAIR SHARE PLAN**

Prepared for

**PEMBERTON TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY**

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2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

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INTRODUCTION

I. HOUSING PLAN ELEMENT AND FAIR SHARE PLAN REQUIREMENTS

The New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 *et seq.*), C.52:27D-310 Essential components of municipality's housing element states that “A municipality's housing element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing, and shall contain at least:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- b. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level, and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing, as established pursuant to section 3 of P.L.2024, c.2(C.52:27D-304.1);
- f. A consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing;
- g. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendation of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20);

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- h. For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L.2004, c120 (C.13:20-4), an analysis of compliance of the housing element with the Highlands Regional Master Plan of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands-conforming municipalities. This analysis shall include consideration of the municipality’s most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan; and
- i. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

II. ORGANIZATION

This Housing Plan Element and Fair Share Plan (HPEFSP) is organized in the following manner:

- Housing plan element – It consists of following subsections of C.52:27D-310 Essential components of municipality's housing element: a. an inventory of the municipality’s housing stock; b. a projection of the municipality's housing stock; c. an analysis of the municipality's demographic characteristics; and d. an analysis of the existing and probable future employment characteristics of the municipality.
- Fair share plan – It excludes subsection i of C.52:27D-310 because Pemberton Township is not located within the jurisdiction of the Highlands Water Protection and Planning Council, and consists of the following subsections of C.52:27D-310: e. a determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs; f. consideration of the lands that are most appropriate for the provision of affordable housing; g. an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity; and i. an analysis of consistency with the State Development and Redevelopment Plan.
- Supporting information, data and documents are provided in the appendices.

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HOUSING PLAN ELEMENT

I. INVENTORY OF HOUSING STOCK

A. Age of Housing Stock

According to the American Community Survey (ACS) prepared and published by the U.S. Census Bureau, Pemberton Township was estimated to have 10,924 housing units in 2023. Table H-1 shows the amount of housing units by the years they were built in Pemberton and Burlington County. Approximately 62.3% of the housing units in the Township were built between 1975 and 1989, with almost 30% built from 1970 to 1979. Since 1990, the Township experienced a steady decline in housing construction with 3.1% of its units built from 2010 to 2019 and 0.2% since 2020 or later. Housing units built before 1950 comprised 6.7% of the Township’s total housing stock.

Table H-1: Age of Housing Units

Year Built	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Total Units	10,924	100.0%	186,753	100.0%
Pre 1939	434	4.0%	19,850	10.6%
1940-1949	300	2.7%	4,743	2.5%
1950-1959	1,608	14.7%	19,452	10.4%
1960-1969	2,060	18.9%	27,421	14.7%
1970-1979	3,139	28.7%	32,498	17.4%
1980-1989	1,273	11.7%	24,016	12.9%
1990-1999	932	8.5%	23,611	12.6%
2000-2009	823	7.5%	20,487	11.0%
2010-2019	335	3.1%	10,750	5.8%
2020 or later	20	0.2%	3,925	2.1%

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

Almost 80% of the housing stock in Burlington County was built from 1950 to 2009, with double-digit percentages of housing units having been built every 10 years throughout this 60-year period and a peak of 17.4% occurring between 1970 and 1979. Prior to 1950, 13.1% of the County’s housing stock was constructed, with 10.6% built 1939 or earlier. Dwelling units built after 2019 comprised 2.1% of the County’s housing stock.

B. Housing Units in Structure

Table H-2 indicates the number of housing units in the various types of structures in the Township and Burlington County. Structures having one unit made up 81.3% of Pemberton’s housing stock, of which 72.8% and 8.5% were detached and attached, respectively. Structures with 2 units represented 1.5% of the Township’s housing stock, and mobile homes 6.1%. Multifamily structures having 3 or more units comprised 11.1% of the dwelling units in Pemberton. Specifically, 5.6% of the structures had 3 to 9 units,

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and 5.5% contained 10 or more units. Mobile homes represented 6.1% of Pemberton’s housing stock.

Table H-2: Housing Units in Structure

Type of Structure	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Total Units	10,924	100.0%	186,753	100.0%
1-Unit, Detached	7,949	72.8%	118,943	63.7%
1-Unit, Attached	933	8.5%	26,271	14.1%
2 Units	167	1.5%	2,398	1.3%
3 or 4 Units	345	3.2%	7,834	4.2%
5 to 9 Units	267	2.4%	9,264	5.0%
10 to 19 Units	290	2.7%	8,563	4.6%
20 to More Units	305	2.8%	11,316	6.1%
Mobile Home	668	6.1%	2,077	1.1%
Boat, RV, Van, etc.	0	0.0%	87	0.0%

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

Burlington County had 77.8% of its housing stock consisting of one unit, much greater than Pemberton’s composition. About one-fifth (19.9%) of the County’s housing stock consisted of multi-family units (3 or more units per structure) compared to a little more than one-tenth of Pemberton’s housing stock comprising multi-family housing. Only 1.1% of the County’s housing units included mobile homes versus Pemberton’s 6.1% share of mobile homes.

C. Number of Rooms in Housing Units

Table H-3: Number of Rooms per Housing Unit

Number of Rooms	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Total Units	10,924	100.0%	186,753	100.0%
1	105	1.0%	2,765	1.5%
2	151	1.4%	2,215	1.2%
3	726	6.6%	13,043	7.0%
4	1,093	10.0%	18,208	9.7%
5	2,044	18.7%	24,471	13.1%
6	2,234	20.5%	31,753	17.0%
7	1,750	16.0%	27,913	14.9%
8	1,568	14.4%	28,319	15.2%
9 or more	1,253	11.5%	38,066	20.4%
Median Rooms	6.1		6.5	

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

The number of rooms per housing unit for Pemberton and the County is shown in Table H-3. The median number of rooms in Pemberton’s housing stock was 6.1% whereby 20.5%

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of the housing units had 6 rooms, 18.87% had 5 rooms and 16.0% had 7 rooms. Housing units with 8 or more rooms made up 25.9% of the housing units. One percent of the units had only one room. Two-room housing units represented 1.4% of the housing stock. Sixteen and six-tenths percent of the housing units had 3 and 4 rooms (6.6% and 10.0%, respectively).

Burlington County’s median number of rooms per housing unit was higher than Pemberton’s – 6.5 rooms versus 6.1 rooms. Slightly more than one-fifth of the County’s housing stock had 9 or more rooms. Just under one-half of the County’s housing stock consisted of units with 6 to 8 rooms; with units having 9 or more rooms included, two-thirds of its housing stock had 6 or more rooms. Approximately 1.5% of the County’s housing units had one room whereas Pemberton had 1.0% of such units.

D. Number of Bedrooms in Housing Units

Table H-4 indicates the number of bedrooms per housing unit in Pemberton and the County. Most of the housing stock (68.8%) consisted of 3 and 4 bedrooms, with 47.8% having 3 bedrooms and 21.0% 4 bedrooms. Almost one-fifth of the housing stock had 2 bedrooms, and 8.2% of the housing units had one bedroom. Two and three-tenths percent of the housing units had 5 or more bedrooms, and 1.2% housing units had zero bedrooms.

Table H-4: Number of Bedrooms per Housing Unit

Number of Bedrooms	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Total Units	10,924	100.0%	186,753	100.0%
0	134	1.2%	2,885	1.5%
1	893	8.2%	16,790	9.0%
2	2,125	19.5%	41,657	22.3%
3	5,219	47.8%	62,186	33.3%
4	2,297	21.0%	53,316	28.5%
5 or more	256	2.3%	9,919	5.3%

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

One-third of the County’s housing units had three bedrooms, less than those in Pemberton (38.3%). One-and-one-half percent of the County’s housing stock did. Nine percent of the County’s housing units had one bedroom versus Pemberton’s 8.2%. More than one-fifth of the County’s housing units had 2 bedrooms. Four-bedroom housing units made up 28.5% of the County’s housing stock versus Pemberton’s 21.0%. The County had a higher share of units with five or more bedrooms (5.3%) than Pemberton (2.3%).

E. Occupied Housing Units and Housing Unit Tenure

Housing occupancy and tenure for the Township and the County are provided in Table H-5. Of the 10,924 housing units in the Township, 10,090 (92.4%) were occupied and 834 (7.6%) were vacant. According to the U.S. Census Bureau, the Pemberton’s homeowner vacancy rate was 0.9% and the rental vacancy rate 4.3%. Respectively, owner-occupied

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units and renter-occupied comprised almost three-quarters and a little more than one-quarter of the Township’s occupied housing units. The average household size of owner-occupied housing units was 2.79, and the average for renter-occupied housing units was 2.22.

Table H-5: Occupied Housing Units by Tenure

Unit Type	Pemberton Township			Burlington County		
	Estimated	Share	Household Size (Avg.)	Estimated	Share	Household Size (Avg.)
Total Units	10,090	100.0%		179,477	100.0%	
Owner-Occupied	7,350	72.8%	2.79	137,492	76.6%	2.70
Renter-Occupied	2,740	27.2%	2.22	41,985	23.4%	2.07

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

Burlington County had 179,477 occupied housing units, a vacancy rate of 3.9% that was almost two times less than Pemberton’s rate as well as the statewide vacancy rate of 7.0% for New Jersey. Given all municipalities included, the County appeared to have a somewhat constrained supply of housing units. Comparatively, Pemberton had a constrained supply of units that would be owner-occupied (0.9% vacancy rate) and a somewhat reasonable supply of rental units (4.3% vacant rate).

The County’s respective average owner-occupied and renter-occupied household sizes of 2.70 and 2.07 were similar to those of Pemberton (2.79 and 2.22).

F. Occupants per Room in Housing Units

Table H-6 provides occupants per room in housing units in Pemberton Township and Burlington County. Very few of the housing units in the Township had overcrowding where only 1.3% of the units had 1.01 to 1.50 occupants per room and 0.3% had 1.51 or more occupants per room. Ninety-eight and four-tenths percent of the units had one or less occupants per room in the Township.

Table H-6: Occupants per Room

Occupants Per Room	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Total Units	10,090	100.0%	179,477	100.0%
1.00 or Less	9,925	98.4%	176,873	98.5%
1.01 to 1.50	131	1.3%	1,768	1.0%
1.51 or More	34	0.3%	836	0.5%

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

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Compared to Pemberton Township, Burlington County had a similarly high share of units with a room occupied by one or less persons (98.5% for County and 98.4% for Township). The two jurisdictions had similar percentages of units occupied by 1.01 to 1.50 persons per room (County 1.0%, Township 1.3%) and 1.51 or more persons per room (County 0.5%, Township 0.3%).

G. Selected Housing Unit Characteristics

Selected housing unit characteristics (home heating methods, and lacking complete plumbing and kitchen facilities, and telephone service) for Pemberton and the County are provided in respective Tables H-7 and H-8.

Ninety-seven and six-tenths percent (97.6%) of the occupied housing units in Pemberton utilized some type of modern fuel; only 0.9% of those units had no fuel used; and 0.1% relied on coal or coke and 1.4% on wood. Of those units using modern fuel types, 51.8% consumed utility gas, and 23.4% utilized electricity for heat. Approximately 22.2% relied on fuel delivered to the housing units: 3.0% used bottled, tank or LP gas; 17.7% fuel oil, kerosene or similar fuel; 0.1% coal or coke; and 1.4% wood.

Similar to Pemberton’s percentage, 99.3% of the housing units in the County consumed modern fuel types, with the only differences 0.4% used solar heating and 0.6% other fuels. Approximately 90.1% of County housing units relied on fuel delivered by utilities: 69.8% by utility gas, and 20.3% by electricity. A smaller portion of County units (8.5%) relied on delivered fuels: 2.3% bottled, tank or LP gas; 5.9% fuel oil, kerosene or similar fuel; and 0.3% wood. Three-tenths percent of County units used no fuel.

Table H-7: Home Heating Methods

Fuel Type	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Total Units	10,090	100.0%	179,477	100.0%
Utility Gas	5,222	51.8%	125,350	69.8%
Bottled, Tank or LP Gas	305	3.0%	4,167	2.3%
Electricity	2,358	23.4%	36,479	20.3%
Fuel Oil, Kerosene, etc.	1,783	17.7%	10,572	5.9%
Coal or Coke	14	0.1%	0	0.0%
Wood	141	1.4%	548	0.3%
Solar	52	0.5%	760	0.4%
Other Fuels	125	1.2%	1,146	0.6%
No Fuel Used	90	0.9%	455	0.3%

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

Of the 10,090 occupied housing units in Pemberton 0.9% lacked complete plumbing, 1.3% were without complete kitchen facilities, and 0.4% had no telephone service. Comparatively, Burlington County had 0.6% of its housing units lacking plumbing facilities, 0.5% without complete kitchen facilities, 0.7% having no telephone service.

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Table H-8: Selected Characteristics for Occupied Units

Selected Characteristic	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Total Units	10,090	100.0%	179,477	100.0%
Lacking Complete Plumbing Facilities	95	0.9%	1,024	0.6%
Lacking Complete Kitchen Facilities	127	1.3%	893	0.5%
No Telephone Service	37	0.4%	1,304	0.7%

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

H. Value of Owner-Occupied Housing Units

The value of owner-occupied housing units in Pemberton and the County is provided in Table H-9. The respective median values of owner-occupied housing units in the Township and County were \$219,500 and \$358,000. Of the 7,350 owner-occupied units in the Township more than 41.6% were valued between \$200,000 to \$299,999. Comparatively, 22.6% of Burlington County’s 137,492 owner-occupied units had same value range. Units valued from \$150,000 to \$199,999 were greater in Pemberton (23.4%) than the County (7.1%). Sixteen and five-tenths percent of the Township’s owner-occupied units were valued \$300,000 to \$499,999 while the County had 39.5% of its units with this value range. Only 1.4% of the units in the Township were valued \$500,000 to \$999,999 whereas 22.2% in the County had the same value range. Pemberton had 1.2% of its units valued one million dollars; 3.0% had that value range in the County. Almost 16% of Pemberton’s owner-occupied units had values under \$150,000 whereas the County had 6.5% of such units. Pemberton’s percentage of owner-occupied units valued less than \$50,000 was about 2.5 times greater than the County’s percentage. Owner-occupied units valued \$50,000 to \$99,999 comprised 3.8% of the Township’s units and 1.4% of the County’s, and those units valued \$100,000 to \$149,999 represented 4.7% of the Township’s units and 2.1% of the County’s.

Table H-9: Value of Owner-Occupied Housing Units

Value	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Total Units	7,350	100.0%	137,492	100.0%
Less than \$50,000	542	7.4%	4,154	3.0%
\$50,000 to \$99,999	282	3.8%	1,977	1.4%
\$100,000 to \$149,999	348	4.7%	2,855	2.1%
\$150,000 to \$199,999	1,718	23.4%	9,719	7.1%
\$200,000 to \$299,999	3,059	41.6%	31,028	22.6%
\$300,000 to \$499,999	1,211	16.5%	54,315	39.5%
\$500,000 to \$999,999	105	1.4%	30,479	22.2%
\$1,000,000 or more	85	1.2%	2,965	3.0%
Median (Dollars)	\$219,500		\$358,000	

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

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I. Mortgage Status and Selected Monthly Owner-Occupied Costs

Mortgage status and selected monthly owner-occupied costs for Pemberton Township and Burlington County are provided in Tables H-10, 11, 12 and 13.

Of the 7,350 owner-occupied housing units in Pemberton 4,116 (56.0%) had a mortgage. Comparatively, 66.1% of the owner-occupied housing units in the County had a mortgage. Table H-10 provides selected monthly costs for owner-occupied housing units with a mortgage. Respective median selected monthly costs for owner-occupied units with a mortgage for Pemberton and the County were \$1,712 and \$2,270. More than one-third of the owner-occupied units with a mortgage (36.8%) had monthly owner costs \$1,500 to \$1,999 whereas the County had 21.2% of its units with these costs. The greatest monthly cost range for the Township \$1,000 to \$1,499 representing 21.8% of its owner-occupied units with a mortgage. Comparatively, the County had 12.7% of its units with this monthly cost range. About one-fifth of Pemberton’s units and about one-quarter of such units had monthly costs within the \$2,000 to \$2,499 range. Ten and four-tenths of the Township’s units had monthly costs \$2,500 to \$2,999 while the County had 15.9% of its units. The County had 22.8% of its units with monthly costs \$3,000 or more, which was 5.3 times greater than Pemberton’s percentage. Owner-occupied units with a mortgage having monthly costs less than \$1,000 comprised 7.7% of Pemberton’s units and 2.9% of the County’s.

Table H-10: Selected Monthly Owner-Occupied Costs (SMOC) with a Mortgage

Monthly Owner Cost	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Housing with a Mortgage	4,116	100.0%	137,492	100.0%
Less than \$500	138	3.4%	518	0.6%
\$500 to \$999	175	4.3%	2,092	2.3%
\$1,000 to \$1,499	897	21.8%	11,525	12.7%
\$1,500 to \$1,999	1,514	36.8%	19,248	21.2%
\$2,000 to \$2,499	785	19.1%	22,361	24.6%
\$2,500 to \$2,999	430	10.4%	14,469	15.9%
\$3,000 or More	177	4.3%	20,732	22.8%
Median (Dollars)	\$1,712		\$2,270	

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

Selected monthly costs for owner-occupied housing units without a mortgage are provided in Table H-11. The median selected monthly owner-occupied costs for units without a mortgage were much lower for Pemberton (732) than for the County (\$992). One third of these units in the Township had monthly costs \$600 to \$799 whereas the County had 16.1% of its units. One-fifth of Pemberton’s units had monthly costs ranging \$400 to \$599 while the County had almost 10%. The Township had a much greater percentage of its units with monthly costs \$250 to \$399 (7.7%) than the County (3.0%). The two jurisdictions had less than 2% of their owner-occupied units without mortgages having monthly costs less than \$250 (1.7% for Pemberton, and 1.1% for the County). Respective percentages of such units with monthly costs \$800 to \$999 were 22.9% for Pemberton and 20.7% for the

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County. Almost 15 percent of the units in the Township had monthly costs \$1,000 or more while the County had almost half of its units with this cost range.

Table H-11: Selected Monthly Owner-Occupied Costs (SMOC) without a Mortgage

Monthly Owner Cost	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Housing without a Mortgage	3,234	100.0%	46,547	100.0%
Less than \$250	54	1.7%	492	1.1%
\$250 to \$399	250	7.7%	1,382	3.0%
\$400 to \$599	646	20.0%	4,619	9.9%
\$600 to \$799	1,068	33.0%	7,489	16.1%
\$800 to \$999	740	22.9%	9,624	20.7%
\$1000 or More	476	14.7%	22,941	49.3%
Median (Dollars)	\$732		\$992	

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

Another way to understand selected monthly owner-occupied costs is to analyze data for the percentage of monthly household income that the costs consume. Table H-12 provides these data for owner-occupied housing units with a mortgage. Such housing units in Pemberton totaled 4,034. For the County those units totaled 90,470. Mortgage industry standards consider monthly costs 30% and less of monthly household income to be desirable because at such levels a household would avoid financial stress. Seventy-two and six-tenths percent (72.6%) of the owner-occupied housing units with a mortgage in Pemberton had selected monthly costs less than 30% of their monthly household incomes. The County had 69.1% of its units with the same level of monthly household income consumption. Approximately 27.4% of the owner-occupied housing units with a mortgage in Pemberton had selected monthly costs that consumed 30% or more of their monthly household income. For the County 30.9% of its units were estimated to have selected monthly costs that were 30% or more of their monthly household income. Comparatively, the statewide share of such levels of monthly costs was 31.8%.

Table H-12: Selected Monthly Owner Costs as a Percentage of Household Income (SMOCAPI): Housing Units with a Mortgage

Percentage of Household Income	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Housing Units with a Mortgage (Excluding Units Where SMOCAPI Cannot be Computed)	4,034	100.0%	90,470	100.0%
Less than 20.0 Percent	1,810	44.9%	38,260	42.3%
20.0 to 24.9 Percent	600	14.9%	13,902	15.4%
25.0 to 29.9 Percent	518	12.8%	10,346	11.4%
30.0 to 34.9 Percent	187	4.6%	6,635	7.3%
35.0 Percent or More	919	22.8%	21,327	23.6%
Not Computed	82	(X)	475	(X)

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

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Table H-13 provides selected monthly owner-occupied costs for housing units without a mortgage as a percentage of household income for Pemberton and the County. Compared to 15.6% of the County’s owner-occupied units without a mortgage that had selected monthly cost 30% or more of monthly household income, Pemberton had 19.8% of such units with the same levels of costs.

Table H-13: Selected Monthly Owner Costs as a Percentage of Household Income (SMOCAPI): Housing Units without a Mortgage

Percentage of Household Income	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Housing Units with a Mortgage (Excluding Units Where SMOCAPI Cannot be Computed)	3,223	100.0%	45,846	100.0%
Less than 10.0 percent	1,184	36.7%	17,051	37.2%
10.0 to 14.9 percent	801	24.9%	8,956	19.5%
15.0 to 19.9 percent	323	10.0%	6,240	13.6%
20.0 to 24.9 percent	110	3.4%	3,627	7.9%
25.0 to 29.9 percent	168	5.2%	2,827	6.2%
30.0 to 34.9 percent	192	6.0%	2,287	5.0%
35.0 percent or more	445	13.8%	4,858	10.6%
Not computed	11	(X)	701	(X)

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

J. Gross Monthly Rent

Occupied housing units paying rent for Pemberton and the County are provided in Table H-14. Total units paying a gross monthly rent for the Township and the County were 2,722 and 40,681, respectively.

Table H-14: Gross Monthly Rent

Gross Monthly Rent	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Total Units	2,722	100.0%	40,681	100.0%
Less than \$500	109	4.0%	1,187	2.9%
\$500 to \$999	601	22.1%	3,082	7.6%
\$1,000 to \$1,499	829	30.5%	12,372	30.4%
\$1,500 to \$1,999	262	9.6%	10,811	26.6%
\$2,000 to \$2,499	749	27.5%	7,209	17.7%
\$2,500 to \$2,999	139	5.1%	3,532	8.7%
\$3,000 or More	33	1.2%	2,488	6.1%
Median (Dollars)	\$1,302		\$1,671	
No Rent Paid	18		1,304	

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

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The median gross monthly rent paid in Pemberton (\$1,302) was less than what was paid in the County (\$1,671). Comparatively, the statewide gross monthly rent was \$1,667. The percentage of units with a gross monthly rent of \$1,000 to \$1,499 was almost identical for both jurisdictions (30.5% for Pemberton, 30.4% for the County). A little more than one-fifth of the units in Pemberton had a rent range of \$500 to \$999 while 7.6% of the County units paid this rent range. More than a quarter of the County units paid a rent ranging from \$1,500 to \$1,999 whereas almost one-tenth of the units in the Township paid this range. Regarding the gross monthly rent range \$2,000 to \$2,999, 27.5% of the units in Pemberton paid this range while 17.7% of the County’s units paid it. Six and one-tenth percent of the County units had a gross monthly rent \$3,000 or more whereas 1.2% of the units in the Township had this rent range. A little more than one-quarter of the Township’s units had a rent range under \$1,000; 10.5% of the County’s units paid under \$1,000.

Table H-15: Gross Monthly Rent as a Percentage of Household Income (GRAPI)

Value	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Occupied Units Paying Rent (Excluding Units where GRAPI Cannot be Computed)	2,682	100.0%	40,337	100.0%
Less than 15.0 Percent	258	9.6%	4,931	12.2%
15.0 to 19.9 Percent	418	15.6%	4,303	10.7%
20.0 to 24.9 Percent	410	15.3%	5,191	12.9%
25.0 to 29.9 Percent	426	15.9%	4,408	10.9%
30.0 to 34.9 Percent	171	6.4%	4,053	10.0%
35.0 Percent or More	999	37.2%	17,451	43.3%
Not Computed	58	(X)	1,648	(X)

Source: Selected Housing Characteristics, 2019-2023 ACS 5-Year Estimates (DP04)

Table H-15 provides gross monthly rent as a percentage of household income for Pemberton and the County. According to residential rental industry standards, gross monthly rents that consume more than 30% of a household’s monthly gross income are considered to contribute toward financial stress of households. Forty-three and six-tenths percent of Pemberton’s housing units experienced gross monthly rents 30% or more of their monthly gross income. For the County 53.3% of the units had rents 30% or more of such income. Gross monthly rents that exceeded 35% or more of household monthly income were 37.2% of the units in Pemberton and 43.3% in the County.

II. PROJECTION OF HOUSING STOCK

The Fair Housing Act requires a housing plan element include a 10-year projection of new housing units in the following manner:

A projection of the municipality's housing stock, including the probable future construction of low[-] and moderate[-]income housing, for the next

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ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands. (N.J.S.A. 52:27D-310b)

This housing plan element provides a 10-year projection of new housing units for Pemberton Township utilizing the 10-year average of certificates of occupancy (COs) issued for residential units and assessing the projection with the results of a buildout analysis for the municipality.

Table H-16 shows the COs issued from 2014 to 2023 as recorded by the New Jersey Department of Community Affairs. The average for the COs issued during this 10-year period was 3.1. Given that Pemberton’s 2023 housing stock consisted of 10,924 units and the annual issuance of 3.1 COs, the projected number of additional housing units from 2024 to 2035 is expected to be 37 increasing Pemberton’s housing stock to 10,961 housing units, as calculated below.

$$12 \text{ years} \times 3.1 \text{ units/year} = 37.2 \text{ units, say } 37 \text{ units}$$

$$10,924 \text{ units}_{2023} + 37 \text{ units}_{2024-2035} = 10,961 \text{ units}_{2035}$$

Table H-16: Residential Certificates of Occupancy (COs), Pemberton Township

Year	COs Issued
2014	5
2015	14
2016	1
2017	3
2018	1
2019	1
2020	0
2021	1
2022	3
2023	<u>2</u>
10-Year Average	3.1

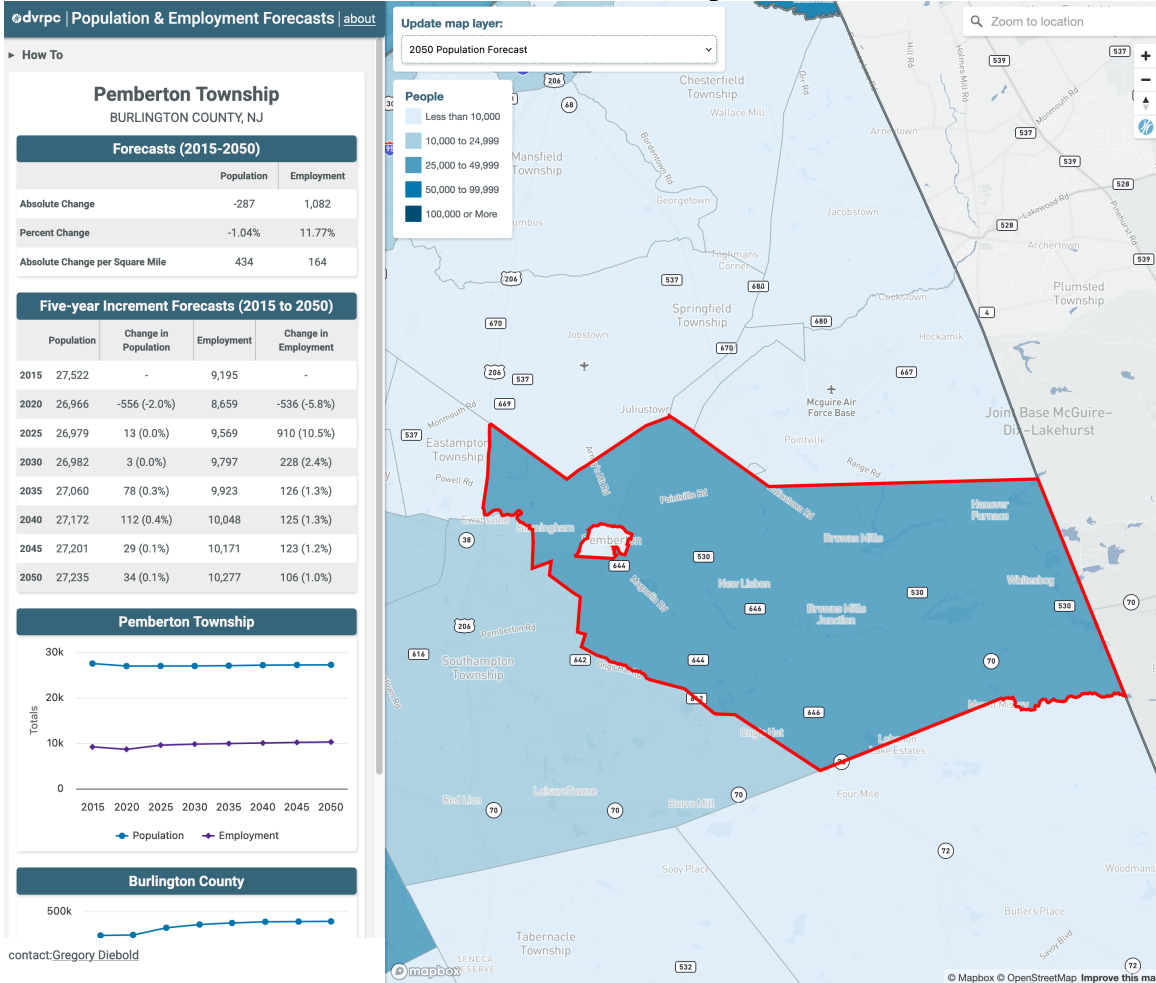
*Source: NJ Department of Community Affairs,
Certificates of Occupancy Yearly Summary Data*

The Delaware Valley Regional Planning Commission (DVRPC), the bi-state metropolitan planning organization (MPO) for the Philadelphia region that includes Pemberton Township, regularly publishes population and employment forecasts for the municipalities in its region. On its website, DVRPC published 2015-2050 population and employment forecasts for Pemberton, which is provided in Figure H-1. DVRPC forecasts Pemberton’s 2035 population to total 27,060. Given the U.S. Census Bureau estimates the Township’s population to be 26,897, Pemberton’s 2023 to 2035 absolute population change is 161 as calculated below:

$$27,060_{2035 \text{ Population}} - 26,897_{2023 \text{ Population}} = 161_{2023-2035 \text{ population change}}$$

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**Figure H-1: Population and Employment Forecasts
Pemberton Township**



Source: <https://www.dvrpc.org/webmaps/popempforecasts/> , viewed January 23, 2025.

The number of projected housing units to 2035, based on DVRPC’s population forecast and the Township’s mean 2.63 persons per household according to the U.S. Census Bureau, is 61, as calculated below.2

$$161_{2023-2035} \text{ population change} / 2.63_{\text{persons/household}} = 62.0_{2035} \text{ households, Say } 62 \text{ units}_{2035}$$

Utilizing DVRPC’s forecasts, Pemberton’s projected housing units total 10,986, as calculated in the following manner:

$$10,924 \text{ units}_{2023} + 62 \text{ units}_{2024-2035} = 10,986 \text{ units}_{2035}$$

The range of the 2035 housing unit projection increase is 37 to 62 units, resulting in a projected range of 10,961 to 10,986 total units.

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III. ANALYSIS OF DEMOGRAPHIC CHARACTERISTICS

A. Number of Persons by Age and Sex

Table H-18 provides the number of persons by age and sex for Pemberton Township and Burlington County. Pemberton’s 2023 population and median age were estimated to be 26,897 and 41.4 years, respectively. The County’s respective population and median age were 469,167 and 41.8 years. Pemberton’s median age was 0.4 years less than the County’s.

Table H-17: Number of Persons by Age and Sex

Age Group	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Total	26,987	100.0%	469,167	100.0%
Less than 5	1,481	5.5%	24,156	5.1%
5 to 9	1,530	5.7%	25,648	5.5%
10 to 14	1,587	5.9%	27,805	5.9%
15 to 19	1,780	6.6%	27,296	5.8%
20 to 24	1,776	6.6%	26,146	5.6%
25 to 34	3,566	13.3%	59,949	12.8%
35 to 44	3,159	11.7%	62,669	13.4%
45 to 54	3,554	13.2%	59,973	12.8%
55 to 59	1,711	6.4%	35,767	7.6%
60 to 64	2,003	7.4%	31,509	6.7%
65 to 74	3,048	11.3%	51,105	10.9%
75 to 84	1,197	4.5%	28,888	6.2%
85+	505	1.9%	8,256	1.8%
Median	41.4		41.8	
Sex	Estimate	Share	Estimate	Share
Total	26,987	100.0%	449,192	100.0%
Male	13,699	50.9%	231,976	49.4%
Female	13,198	49.1%	237,191	50.6%

Source: Demographic and Housing Estimates, 2019-2023 ACS 5-Year Estimates (DP05)

Pemberton’s age distribution was relatively the same as the County’s distribution. For both jurisdictions most of their age cohorts centered around the age groups 25 to 34 years, 35 to 44 years, and 45 to 54 years where they represented 38.2% of Pemberton’s population and 39.0% of the County’s. The age cohorts of 65 years and older comprised 17.7% and 18.9% of the Township’s and County’s populations, respectively. In Pemberton the age group 85 years and over was 1.9% of the population; in the County it was 1.8%. Five and one-half percent of Pemberton’s population was aged under 5 years; 5.1% of the County’s population was in this age cohort. Persons aged 5 to 19 years represented 18.2% of the Township’s population whereas they were 17.2% of the County’s population. Those aged

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between 55 years and 64 years comprised 13.8% and 14.3% of the Township and County populations, respectively.

The distribution of males and females in Pemberton was 50.9% and 49.8%, respectively. The distribution was reversed in the County: 49.4% males, and 50.6% females.

B. Household Size and Type

The US Census Bureau defines family, family household, household, married-couple, and nonfamily household in the following manner (<https://www.census.gov/programs-surveys/cps/technical-documentation/subject-definitions.html#family>):

“Family” – A family is a group of two people or more (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family. Beginning with the 1980 Current Population Survey, unrelated subfamilies (referred to in the past as secondary families) are no longer included in the count of families, nor are the members of unrelated subfamilies included in the count of family members. The number of families is equal to the number of family households; however, the count of family members differs from the count of family household members because family household members include any non-relatives living in the household.

“Family household” – A family household is a household maintained by a householder who is in a family (as defined above), and includes any unrelated people (unrelated subfamily members and/or secondary individuals) who may be residing there. The number of family households is equal to the number of families. The count of family household members differs from the count of family members, however, in that the family household members include all people living in the household, whereas family members include only the householder and his/her relatives. See the definition of family.

“Household” – A household consists of all the people who occupy a housing unit. A house, an apartment or other group of rooms, or a single room, is regarded as a housing unit when it is occupied or intended for occupancy as separate living quarters; that is, when the occupants do not live with any other persons in the structure and there is direct access from the outside or through a common hall.

A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers, is also counted as a household. The count of households excludes group

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quarters. There are two major categories of households, "family" and "nonfamily". (See definitions of Family household and Nonfamily household).

“Household, nonfamily” – A nonfamily household consists of a householder living alone (a one-person household) or where the householder shares the home exclusively with people to whom he/she is not related.

“Married couple” – A married couple, as defined for census purposes, is a husband and wife enumerated as members of the same household. The married couple may or may not have children living with them. The expression "husband-wife" or "married-couple" before the term "household," "family," or "subfamily" indicates that the household, family, or subfamily is maintained by a husband and wife. The number of married couples equals the count of married-couple families plus related and unrelated married-couple subfamilies.

Other family household means a family maintained by someone other than a married couple.

Table H-18: Household and Family Size and Type

Subject	Pemberton Township			Burlington County		
	Occupied Units	Owner Units	Renter Units	Occupied Units	Owner Units	Renter Units
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
Occupied Housing Units	10,090	7,350	2,740	179,477	137,492	41,985
Household Size	Est/Share	Est/Share	Est/Share	Est/Share	Est/Share	Est/Share
1-person	2,569/25.5%	1,500/20.4%	1,069/39.0%	45,865/25.6%	27,595/20.1%	18,270/43.5%
2-persons	3,375/33.4%	2,680/36.5%	695/25.4%	60,551/33.7%	47,620/34.6%	12,931/30.8%
3-persons	1,461/14.5%	1,051/14.3%	410/15.0%	31,654/17.6%	26,057/19.0%	5,597/13.3%
4 or more-persons	2,685/26.6%	2,119/28.8%	566/20.7%	41,407/23.1%	36,220/26.3%	5,187/12.4%
Average Household Size	2.63	2.79	2.22	2.55	2.70	2.07
Family Household	6,753/66.9%	5,317/72.3%	1,436/52.4%	122,832/68.4%	103,381/75.2%	19,451/46.3%
Married-Couple Family	4,788/47.5%	3,710/50.5%	1,078/39.3%	92,133/51.3%	81,966/59.6%	10,167/24.2%
Other Family Households	1,965/19.5%	1,607/21.9%	358/13.1%	30,699/17.1%	21,415/15.6%	9,284/22.1%
Non-Family Households	3,337/33.1%	2,033/27.7%	1,304/47.6%	56,645/31.6%	34,111/24.8%	22,534/53.7%

Source: Occupancy Characteristics, 2019-2023 ACS 5-Year Estimates (S2501); Average Household Size of Occupied Housing Units by Tenure (B25010)

Household sizes and types for occupied housing units in Pemberton Township and Burlington County are provided in Table H-19. Pemberton’s average household, owner-occupied and renter-occupied household sizes (2.63, 2.79 and 2.22 persons) were slightly

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larger than Burlington County's (2.55, 2.70 and 2.07 persons). In Pemberton, the percentage of one-person and 2-person household units (25.5% and 33.4%) was almost identical to those in the County (25.6% and 33.7%) while the share of 3-person household units in the Township (14.5%) was less than in the County (17.6%). The percentage of 4-person or more household units in Township (26.6%) was greater than the County's (23.1%). These comparisons of household sizes per unit for Pemberton and the County carried over to the comparisons for owner-occupied units. The comparisons of the shares of rental units by household size for the two jurisdictions differed more pronouncedly. The County's percentage of one-person renter-occupied units (43.5%) was greater than the Township's (39.0%). The percentage of 2-person renter-occupied units in the Township (25.4%) was less than the County's (30.8%). Conversely, the Township's share of 3- and 4-person renter-occupied units (15.0% and 20.7%) were greater than the County's share (13.3% and 12.4%).

Family households resided in approximately two-thirds of the occupied housing units in Pemberton and the County. About half of those units were occupied by married-couple families in the Township and the County. Other family households in Pemberton resided in almost one fifth of those units; in the County, less than a fifth of those units were occupied by other family households. Approximately one-third of the occupied units in Pemberton were inhabited by non-family households, and this type of households occupied just under a third of these units in the County.

Family households in owner-occupied units in Pemberton and the County represented 72.3% and 75.2%, respectively, of total occupied units. Married-couple families residing in owner-occupied units made up 50.5% and 59.6% of the occupied units in the Township and the County, respectively. The share of other family households in owner-occupied units in the Township (21.9%) was greater than the County's share (15.6%). The Township's share of non-family households residing in owner-occupied units (27.7%) was slightly greater than the County's percentage (24.8%). The percentages of family households and married-couple families in renter units in Pemberton (52.4% and 39.3%) were greater the percentages in the County (46.3% and 24.2%). The reverse was true for other family households and non-family households residing in renter units: respectively 13.1% and 47.6% for the Township; and 22.1% and 53.7% for the County.

C. Income Characteristics and Poverty Level

Table H-20 provides household income for Pemberton Township and Burlington County. Pemberton's median and mean household incomes were \$79,730 and \$101,048, respectively. For the County the respective median and mean household incomes were \$102,532 and \$130,686. The household income range that represented the largest share of the household incomes in Pemberton was \$100,000-\$149,999 at 19.9%. The next greatest percentage of Pemberton's household income was 16.3% held by the income range \$75,000-\$99,999. The next greatest share of the income ranges in the Township was 15.2% for households with incomes \$50,000-\$74,999. Like Pemberton, the County's greatest share of household income was 20.5% that fell within the \$100,000-\$149,999 income range. The next greatest percentage in the County was 17.7% held by the \$200,000 or more range. Three income ranges were clustered around the range that held the greatest percentage in the County: \$75,000-\$99,999 at 13.7%, \$150,000-\$199,999 at 13.4%, and \$50,000-\$74,999 at

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13.0%. Pemberton households earning \$200,000 or more represented the respective 8.2% of all households, and 9.8% of its households had incomes ranging \$150,000-\$199,999. Four and six-tenths percent of households in Pemberton earned less than \$10,000 whereas 3.0% did in the County. Both jurisdictions had approximately 2% of their households having household incomes \$10,000-\$14,999. For the remaining four income ranges Pemberton had higher percentages with the greatest difference of 4.0 percentage points for the income range \$35,000-\$49,999.

Table H-21 provides the percentage and people whose income in the past 12 months were below the poverty level. In Pemberton 10.3% of all people had such incomes below the poverty level. In the County 6.8% did. Of the families in the two jurisdictions, 7.4% in Pemberton had such incomes and 4.5% in the County did.

Table H-19: Household Income

Income and Benefits (In 2017 Inflation-Adjusted Dollars)	Pemberton Township		Burlington County	
	Estimate of Households	Share	Estimate of Households	Share
Total Households	10,090	100.0%	179,477	100.0%
Less than \$10,000	76	4.6%	5,321	3.0%
\$10,000-14,999	469	1.9%	3,558	2.0%
\$15,000-24,999	190	4.9%	6,894	3.8%
\$25,000-34,999	499	7.1%	8,951	5.0%
\$35,000-49,999	720	12.0%	14,349	8.0%
\$50,000-74,999	1,213	15.2%	23,315	13.0%
\$75,000-99,999	1,533	16.3%	24,565	13.7%
\$100,000-149,999	1,642	19.9%	36,715	20.5%
\$150,000-199,999	2,006	9.8%	24,051	13.4%
\$200,000 or More	989	8.2%	31,758	17.7%
Median Household Income	\$79,730		\$102,532	
Mean Household Income	\$101,048		\$130,686	

Source: Selected Economic Characteristics, 2019-2023 ACS 5-Year Estimates (DP03)

**Table H-20: Percentage of People and Families whose
Income in the Past 12 Months was Below the Poverty Level**

	Pemberton Township	Burlington County
All People	2,733/10.3% ¹	31,041/6.8% ²
All Families	7.4%	4.5%

Source: Selected Economic Characteristics, 2019-2023 ACS 5-Year Estimates (DP03); Poverty Status in the Past 12 Months, 2019-2023 ACS 5-Year Estimates (S1701)

¹ The percentage of 6.4% of persons below the poverty level is based on a population of 26,621 for whom poverty status was determined (S1701).

² The percentage of 6.8% of persons below the poverty level is based on a population of 458,479 for whom poverty status was determined (S1701).

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IV. ANALYSIS OF EXISTING AND PROBABLE FUTURE EMPLOYMENT

A. Employment Characteristics

The employment status of persons 16 years and over residing in Pemberton Township and Burlington County is provided in Table H-22. In Pemberton this population consisted of 21,848 persons while it included 385,610 persons in the County. Sixty-four percent of the labor force in the Township comprised persons 16 years and over, which was 3 percentage points less than the County’s labor force. The Township’s civilian labor force was 57.1% of the population 16 years and over, which was 9 percentage points less than the County’s. Fifty-three and four-tenths percent of the Township’s population 16 years and over was employed whereas 66.1% in the County was employed. The percentage of those unemployed in the Township (3.6%) was a little greater than the County’s share (2.7%). Those employed in the Armed Forces represented 6.9% of the Township’s population of 16 years and over whereas they were 0.9% in the County – 7.7 times greater in Pemberton than the County. More than a third of persons 16 years and over residing in the Township were not in the labor force; one-third of this population in the County was not in the labor force.

Table H-21: Employment Status

Occupation	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Population 16 years and over	21,848	100.0%	385,610	100.0%
In labor force	13,974	64.0%	258,282	67.0%
Civilian labor force	12,466	57.1%	254,987	66.1%
Employed	11,674	53.4%	244,566	63.4%
Unemployed	792	3.6%	10,421	2.7%
Armed Forces	1,508	6.9%	3,295	0.9%
Not in labor force	7,874	36.0%	127,328	33.0%

Source: Selected Economic Characteristics, 2019-2023 ACS 5-Year Estimates (DP03)

Table H-22: Civilian Employment Characteristics by Occupation

Occupation	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Civilians Employed, 16 years and over	11,674	100.0%	244,566	100.0%
Management, business, science, and arts Occupations	3,637	31.2%	119,167	48.7%
Service occupations	2,811	24.1%	32,907	13.5%
Sales and office occupations	2,077	17.8%	53,127	21.7%
Natural resources, construction, and maintenance occupations	1,044	8.9%	14,303	5.8%
Production, transportation, and material moving occupations	2,105	18.0%	25,062	10.2%

Source: Selected Economic Characteristics, 2019-2023 ACS 5-Year Estimates (DP03)

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Civilian employment characteristics by occupation are provided in Table H-23. Management, business, science and arts occupations represented the greatest share of the those employed in the civilian labor force residing in Pemberton (31.2%) and the County (48.7%). Persons employed in service occupations represented 13.5% of the County’s civilian labor force while those persons in that occupation were 24.1% of the Township’s civilian labor force. The percentage of sales and office occupations for Pemberton was 17.8% whereas it was 21.7% for the County. The share of natural resources, construction, and maintenance occupations in the Township (8.9%) was greater than the County’s share (5.8%). Pemberton’s percentage of production, transportation, and material moving occupations (18.0%) was almost 8 percentage points greater than the County’s (10.2%).

Table H-23 Civilian Employment Characteristics by Industry

Industry	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Civilian employed population 16 years and over	11,674	100.0%	244,566	100.0%
Agriculture, forestry, fishing, hunting, and mining	34	0.3%	186	0.1%
Construction	512	4.4%	13,002	5.3%
Manufacturing	728	6.2%	18,737	7.7%
Wholesale trade	272	2.3%	5,686	2.3%
Retail trade	1,903	16.3%	28,329	11.6%
Transportation and warehousing, and utilities	728	6.2%	16,567	6.8%
Information	162	1.4%	5,020	2.1%
Finance, insurance, real estate, rental, and leasing	427	3.7%	19,059	7.8%
Professional, scientific, management, administrative and waste management services	1,081	9.3%	29,745	12.2%
Educational services, health care, and social assistance	3,368	28.9%	61,343	25.1%
Arts, entertainment, recreation, accommodation, and food services	1,061	9.1%	17,488	7.2%
Other services, except public administration	310	2.7%	10,687	4.4%
Public administration	1,088	9.3%	18,717	7.7%

Source: Selected Economic Characteristics, 2019-2023 ACS 5-Year Estimates (DP03)

Table H-24 provides civilian employment characteristics by industry for Pemberton Township and Burlington County. The industries that had the two greatest percentages of employment for the civilian labor force in the Township were educational services, health care, and social assistance at 28.9% and retail trade at 16.3%. For the County educational services, health care, and social assistance had the greatest share at 25.1% while retail trade had a 11.6% share. The industry that employed the next greatest proportion of the County’s

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civilian labor force was professional, scientific, management, administrative and waste management at 12.2%. Comparatively, Pemberton’s share of this industry was also relatively high at 9.3%. The Township’s share of civilian labor force employed in public administration was 9.3% whereas the County’s share was 7.7%. The arts, entertainment, recreation, accommodation, and food services industry employed 9.1% of the Township’s civilian labor force and 7.2% of the County’s. Manufacturing employment was relatively important to the County representing 7.7% of this jurisdiction’s employed civilian labor force. It was also important for the Township having a 6.2% share. Construction had respective shares of 5.3% and 4.4% of the County’s and Township’s employed civilian labor force. Other services, except public administration employed 4.4% of the County’s employed civilian labor force and 2.7% of the Township’s. The percentages of the civilian labor force working in wholesale trade for both jurisdictions were identical (2.3%). Information respectively employed 2.1% and 1.4% of the County’s and the Township’s employed civilian labor force. Agriculture, forestry, fishing, hunting, and mining employed a slightly greater percentage of Pemberton’s employed civilian labor force (0.3%) than the County’s (0.1%).

B. Commuting to Work

Table H24: Commuting to Work

Industry	Pemberton Township		Burlington County	
	Estimate	Share	Estimate	Share
Workers 16 years and over	12,894	100.0%	242,647	100.0%
Car, truck, or van-drove alone	10,090	78.3%	184,912	76.2%
Car, truck, or van-carpooled	1,749	13.6%	11,508	4.7%
Public transportation (no taxicabs)	26	0.2%	4,718	1.9%
Walked	201	1.6%	1,465	0.6%
Other means	121	0.9%	2,217	0.9%
Worked at home	707	5.5%	37,827	15.6%
Mean travel time to work (minutes)	30.8		29.5	

Source: Selected Economic Characteristics, 2019-2023 ACS 5-Year Estimates (DP03)

Commuting to work characteristics for workers 16 years and over residing in Pemberton Township and Burlington County are provided in Table H-25. Workers in Pemberton had a longer mean travel time to work (30.8 minutes) than the County’s workers (29.5 minutes). A greater percentage of workers in the County worked from home (15.6%) than those in the Township (5.5%). Those driving alone from Pemberton to work represented 78.3% of its workers; for the County 76.2% drove alone. A greater percentage of workers from Pemberton van- or carpooled to work (13.6%) than the County (4.7%). A lesser percentage from the Township (0.2%) used public transportation to get to work than the County (1.9%). Identical shares (0.9%) of Pemberton and the County used other means to get to work. Those from the Township walking to work represented 1.6% of its workers compared to 0.6% in the County.

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C. Labor Force Estimates

Table H-25: Annual Average Labor Force Estimates (1990-2023)

Year	Pemberton Township			Unemployment Rate	
	Labor Force	Employed	Unemployed	Pemberton Township	Burlington County
2004	15,246	14,287	959	6.3%	4.1%
2005	14,545	13,748	797	5.5%	3.9%
2006	14,697	13,818	879	6.0%	4.2%
2007	14,271	13,513	758	5.3%	3.8%
2008	14,341	13,417	924	6.4%	4.9%
2009	14,557	13,043	1,514	10.4%	8.4%
2010	12,620	11,034	1,586	12.6%	9.0%
2011	12,501	11,000	1,501	12.0%	8.7%
2012	12,481	10,972	1,509	12.1%	8.7%
2013	12,215	10,895	1,320	10.8%	7.6%
2014	11,980	10,896	1,084	9.0%	6.4%
2015	11,993	11,073	920	7.7%	5.3%
2016	11,936	11,154	782	6.6%	4.5%
2017	12,148	11,453	695	5.7%	4.1%
2018	12,017	11,408	609	5.1%	3.8%
2019	11,750	11,201	549	4.7%	3.3%
2020	11,807	10,596	1,211	10.3%	8.2%
2021	12,386	11,428	958	7.7%	5.3%
2022	12,542	11,935	607	4.8%	3.3%
2023	12,762	12,068	178	3.7%	3.9%

Source: NJ Dept. of Labor, Annual Average Labor Force Estimates by Municipality (1990-2023)

Annual average labor force estimates from 2004 to 2023, as provided by the New Jersey Department of Labor, for Pemberton Township and unemployment rates for the Township and the County are provided in Table H-26. During this 20-year period, Pemberton’s largest labor force (15,246) and smallest labor force (11,750) respectively occurred in 2004 and 2019. From 2004 to 2016, the Township’s labor force steadily declined from 15,246 to 11,936. After 2016, its labor force ranged between 11,750 (2019) and 12,762 (2023) continually increasing from its low in 2019. From 2004 to 2009, Pemberton’s range of unemployment rates was 1.5 to 2.0 percentage points greater than the County’s rate. During 2009, the first full year of the Great Recession, the Township’s unemployment rate was 10.4% while the County’s rate was 8.4%. The Township’s unemployment rates remained above 10% from 2010 to 2013, reaching a high of 12.6% in 2010 (dark shaded rows in the table). During this same period, the County’s unemployment rate peaked at 9.0% in 2010 and declined to 7.6% in 2013. From 2014 to 2022, Pemberton’s range of unemployment rates that differed from the County’s rate returned to pre-2009s range. In 2020 during the onset of the COVID-19 pandemic, the Township’s unemployment rate hit 10.3% while the County’s was 8.2%. In 2023, Pemberton’s unemployment rate (3.7%) was less than the County’s rate (3.9%) (light shaded row in the table).

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D. Employment and Wages

Table H-27 provides annual Pemberton’s employment and wage data for 2023 as published by the New Jersey Department of Labor. These data report quarterly employment and corresponding annual and weekly wages by North American Industrial Classification System (NAICS) sectors. No private sector data are provided for the following industrial sectors in Pemberton: Agriculture; Wholesale Trade; Professional/Technical; Management; Administration/Waste Remediation; Education (not to be confused with local government education [public sector]); and Health/Social Services. NAICS defines Other Services as “establishments engaged in providing services not specifically provided for elsewhere in the classification system” and describes them as “primarily engaged in activities such as equipment and machinery repairing, promoting or administering religious activities, grantmaking, advocacy, and providing drycleaning and laundry services, personal care services, death care services, pet care (except veterinary) services, photofinishing services, temporary parking services, and dating services.” Unclassifieds are businesses that do not report a NACIS code and include establishments that cannot be classified in a specific industry.

**Table H-26: Annual Employment and Wage Data by Sector, 2023
Pemberton Township**

NAICS Sectors	Employment					Wages	
	March	June	Sept.	Dec.	Avg.	Annual	Weekly
Local Government Totals	1,841	1,622	1,459	1,874	1,661	\$51,675	\$994
Local Government Education	1,591	1,334	1,178	1,616	1,393	\$50,753	\$976
Private Sector Totals	2,219	2,310	2,342	2,359	2,277	\$70,359	\$1,353
Construction	109	102	92	94	100	\$65,399	\$1,258
Manufacturing	34	36	23	23	29	\$79,611	\$1,531
Retail Trade	323	324	366	362	341	\$33,410	\$643
Transportation/Warehousing	8	8	9	8	8	\$26,262	\$505
Finance/Insurance	20	19	20	19	20	\$65,301	\$1,256
Real Estate	34	38	37	35	36	\$39,292	\$756
Arts/Entertainment	8	8	8	12	9	\$19,832	\$381
Accommodations/Food	94	92	118	101	101	\$21,311	\$410
Other Services	89	117	88	94	91	\$45,554	\$876
Unclassifieds	14	16	13	17	14	\$49,758	\$957

*Source: NJ Dept. of Labor, Quarterly Census of Employment and Wages (QCEW),
Municipal Report by Sector (NAICS-based, 2023)*

The average annual number of persons employed in Local Government in the Township in 2023 was 1,661, earning an annual and weekly wages of \$51,675 and \$994, respectively. An annual average of 1,393 persons worked in Local Government Education having respective annual and weekly wages of \$50,753 and \$976.

In Pemberton, almost 1.4 times more persons were employed in Private Sector (2,277 annual average) than Local Government (1,661 annual average). The respective annual and weekly wages for all persons working in Private Sector were \$70,359 and \$1,353 –

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these wages were higher than those for Local Government. The industrial sector with the lowest annual and weekly wages was Arts/Entertainment earning \$19,832 and \$381, respectively. The second lowest was Accommodations/Food (\$21,311 annual, and \$410 weekly) followed by Transportation/Warehousing (\$26,262 and \$505) Retail Trade (\$33,410 and \$643).

The industrial sector earning the highest annual and weekly wages was Manufacturing, having respective wages of \$79,611 and \$1,531. The annual and weekly wages for the next five industrial sectors following Manufacturing in descending order were: Construction (\$65,399 and \$1,258); Finance/Insurance (\$65,301 and \$1,256); Unclassifieds (\$49,758 and \$957); Other Services (\$45,554 and \$876); and Real estate (\$39,292 and \$756). Of the five industrial sectors with the highest annual and weekly wages Construction employed the most with an annual average of 100, which was the third highest among all private sector employers. Manufacturing, Construction, and Finance/Insurance, the three with the highest annual and weekly wages, had an annual average employment of 149, which was 6.5% of the annual average for private sector. Retail Trade and Accommodations/Food had an annual average employment of 442, which was almost one-fifth of the annual average for private sector.

**Table H-27: Annual Employer and Total Wage Data by Private Sector, 2023
Pemberton Township**

NAICS Sectors	Establishments	Total Wages
Private Sector Totals	294	\$160,182,807
Construction	29	\$6,556,198
Manufacturing	6	\$2,302,075
Retail Trade	26	\$11,401,183
Transportation/Warehousing	6	\$205,720
Finance/Insurance	7	\$1,278,807
Real Estate	8	\$1,411,236
Arts/Entertainment	4	\$168,575
Accommodations/Food	16	\$2,157,684
Other Services	27	\$4,141,593
Unclassifieds	13	\$713,202

*Source: NJ Dept. of Labor, Quarterly Census of Employment and Wages (QCEW),
Municipal Report by Sector (NAICS-based, 2023)*

Table H-28 provides annual private sector employers by NAICS sector in Pemberton and the total wages they paid in 2023. A total of 294 Private Sector employer establishments were recorded in Township, paying wages totaling \$160,182,807. Twenty-six Retail Trade establishments (the third most) paid the greatest amount of total annual wages (\$11,401,183). Construction paid the next highest amount (\$6,556,198) consisting of 29 establishments (the most). Twenty-seven Other Services (the second most of establishments) paid \$4,141,593 total annual wages. Manufacturing had 6 establishments that paid \$2,302,075 in total annual wages. Sixteen Accommodations/Food establishments (the fourth most) paid \$2,157,584 in total annual wages. Art/Entertainment establishments represented the least number of establishments (4) and paid the least total annual wages

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(\$168,575), followed by Transportation/Warehousing (6 establishments) paying \$205,720 in total annual wages.

E. Probable Future Population

Section III.B. Projection of Households provides a projected range of 2035 housing units in Pemberton: 10,961 to 10,986. Section III.C.2. Household Size and Type indicates the average house size in the Township is 2.63 persons. Section III.C.1. Number of Persons by Age and Sex indicates Pemberton’s 2023 population is estimated to be 26,987 persons. Assuming the average household size would remain at 2.63 persons, the probable future increase in population for Pemberton in 2023-2035 ranges from 97 to 163 as calculated below.

Low-End of Range

37 Projected Units X 2.63 Persons/Projected Unit = 97 Persons

High-End of Range

62 Projected Units X 2.63 Persons/Projected Unit = 163 Persons

The probable future population range for Pemberton in 2035 is 27,084 to 27,150 as calculated in the following manner:

Low-End of Range

97 Probable Increase in Persons + 26,987 Persons in 2023 = 27,084 Persons

High-End of Range

163 Probable Increase in Persons + 26,987 Persons in 2023 = 27,150 Persons

The Delaware Valley Regional Planning Commission (DVRPC), the bi-state metropolitan planning organization (MPO) for the Philadelphia region that includes Pemberton Township, regularly publishes population and employment forecasts for the municipalities in its region. On its website, DVRPC published 2015-2050 population and employment forecasts for Pemberton, which is provided in Figure H-1.

Table H-28: Population and Employment Forecasts

	Pemberton Township				Burlington County			
	2020	2035	Absolute Change	Percent Change	2020	2035	Absolute Change	Percent Change
Population	26,966	27,060	94	0.3%	447,971	474,401	26,430	5.9%
Employment	8,659	9,923	1,264	14.6%	241,044	265,316	24,272	10.1%

Sources: County- and Municipal-Level Population and Employment Forecasts, 2015-2050 (DVRPC, ibid.)

DVRPC’s population and employment forecasts for Pemberton Township and Burlington County from 2022 to 2035, which were taken from its 2015 to 2050 forecasts, are provided in Table H-29. The MPO forecasts Pemberton’s population to increase by 94, a 0.3%

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increase from 2020, to 27,060 in 2035, while the County’s population would increase by 26,430 or 5.9%. DVRPC’s forecast is slightly lower than the low-end population projection (27,084).

F. Probable Future Employment

Table H-29 contains DVRPC’s 2020-2035 employment forecast. In 2020 Pemberton was estimated to have 8,659 jobs, and it was forecasted to have 9,923 jobs in 2035. The Township’s jobs forecast indicates a more robust growth rate of 14.6%, which is greater than the County’s 10.1%.

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FAIR SHARE PLAN

I. INTRODUCTION

This fourth-round fair share plan (FSP) for Pemberton Township addresses the following subsections of C.52:27D-310 of the New Jersey Fair Housing Act:

- e. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing...
- f. consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing...
- g. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendation of the Multigenerational Family Housing Continuity Commission...
- i. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

A municipality's fourth-round affordable housing obligation consists of the following three components:

- Present Need, also known as the Rehabilitation Share
- Prior Third Round Obligation, 1999-2025
- Present Need, 2025-2035

In October 2024, the New Jersey Department of Community Affairs (NJDCA) published "Fair Share Housing Obligations for 2025-2035 (Fourth Round)" for all municipalities in New Jersey. On January 21, 2025, the Pemberton Township Council (Council) adopted Resolution No. 47-2025 (Appendix A contains copy of the resolution) agreeing with NJDCA's affordable housing obligation for the Township. A court order issued on April 8, 2025 (Appendix B) fixed the Township's Fourth Round obligations in the following manner:

- Present Need is 79 dwelling units
- Prospective Need is 79 dwelling units

Pemberton Township is located within Housing Region 5, which consists of Burlington, Camden and Gloucester Counties.

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This FSP is the plan Pemberton Township proposes “to satisfy its obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures [it] proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and addresses the development regulations necessary to implement the housing element...” It is organized in the following manner:

- Definitions
- Present Need
- Prior Third Round Obligation, 1999-2025
- Present Need, 2025-2035
- Multigenerational Family Housing Analysis
- State Development and Redevelopment Plan Consistency Analysis

II. DEFINITIONS

In addition to the definitions set forth in New Jersey law, the following definitions are highlighted for this FSP:

“Affordable” means a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:97-9.

“Inclusionary development” means a development containing both affordable units and market-rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

“Low-income housing” means housing affordable according to federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 50 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

“Moderate-income housing” means housing affordable to affordable according to federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to more than 50 percent but less than 80 percent of the median gross household income for households of the same size within the housing region in which the household is located.

“Supportive and special needs housing” means a structure or structures in which individuals or households reside, as delineated in N.J.A.C. 5:97-6.10, previously referred to as alternative living arrangements.

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“UHAC” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.

“Very-low income” means 30 percent or less of the median gross household income for households of the same size within the housing region in which the household is located, based upon the U.S. Department of Housing and Urban Development’s (HUD) Section 8 Income Limits (uncapped) averaged across counties for the housing region.

III. PRESENT NEED, 2025-2035

Pemberton Township agrees that its 2025-2035 Present Need, which is NJDCA’s estimation of deficient housing units occupied by low- and moderate-income households in the Township, is 79 housing units (see Appendix A for Resolution #2025-39). To address its Present Need, Pemberton Township will continue administering its Rehabilitation Program made available to low- and moderate-income households to rehabilitate their deficient housing units. The Rehabilitation Program will provide at least \$20,000 in hard costs for rehabilitating each deficient housing unit, totaling at least \$1,580,000. In addition, to supplement the Township’s Rehabilitation Program, Pemberton will utilize its Small Cities Program to provide additional funding to address its Present Need. The Rehabilitation Program will comply with N.J.A.C. 5:93-5.2 and all current amendments. A copy of the Township’s Rehabilitation Program Manual is provided separately as a part of its submission for Fourth-Round compliance.

IV. PRIOR THIRD ROUND OBLIGATION, 1999-2025

The Settlement Agreement (Agreement) for Pemberton Township’s Prior Third Round Obligation, 1999-2025, which was dated June 8, 2016, was executed by Pemberton Township on September 8, 2016 and Fair Share Housing Center on June 8, 2016. A copy of the Settlement Agreement is provided in Appendix C. The Settlement Agreement indicated Pemberton Township’s Present Need was 10 housing units, its Third Round Prospective Need was 0 housing units, and its Prior Round Obligation was 0 units. The Agreement indicated that “...the Township has a Prior Round prospective need of 0 units, but regardless, it provided for the following affordable housing projects:”

Table FSP 1: 2016 Settlement Agreement Affordable Housing Projects

PROJECT	ADDRESS		BLOCK / LOT	1 BEDROOM	2 BEDROOM	3 BEDROOM	TOTAL UNITS	DATE APPROVED	EXPIRATION DATE
Golden Terrace	555 Lakehurst Rd	Age restricted	894/20	30	10	0	40	12/1/1984	11/9/2034 Inst # 4046552
Pinefield I	1452 Junction Rd	Age restricted	849/3	60	0	0	60	9/12/1994	4/28/2028 Inst # 3547142
Pinefield II	1478 Junction Rd	Age restricted	849/5	36	0	0	36	9/12/1994	3/19/2028 Inst # 3547157
Browns Woods Apartments	226 Trenton Rd	Non-age restricted	528/24.01	24	30	6	60	12/01/02	12/1/2032 Inst # 3593672

The foregoing affordable housing projects total 196 units.

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V. PROSPECTIVE NEED, 2025-2035

As indicated in Resolution No. 47-2025, Pemberton Township agrees that its 2025-2035 Prospective Need is 79 housing units. To demonstrate how the Township addresses its Prospective Need, this FSP is presented in the following manner:

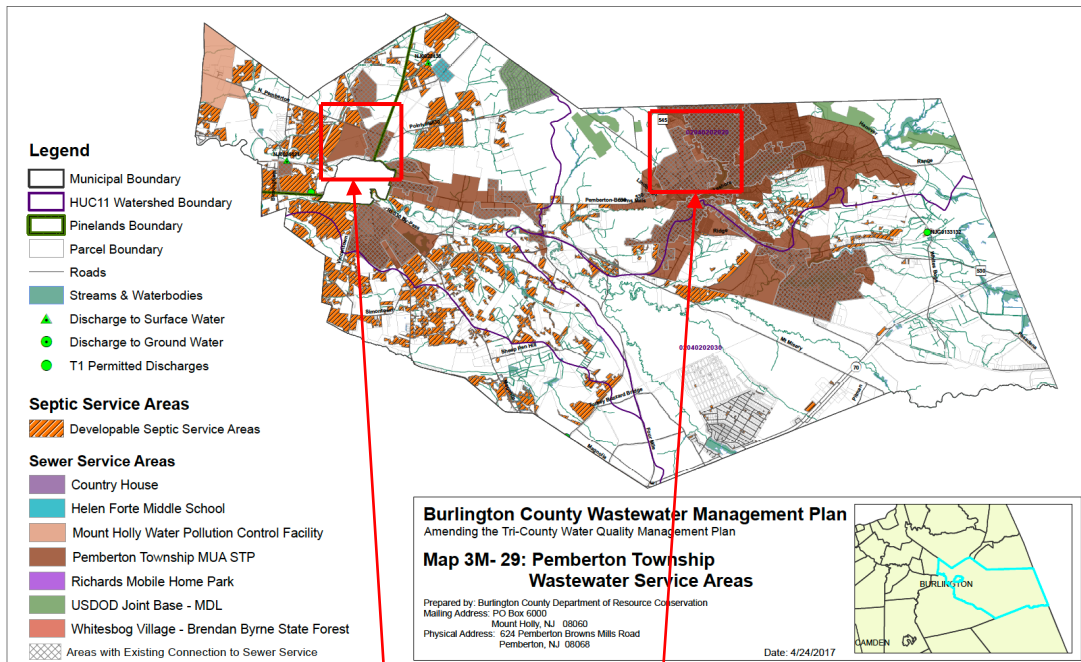
- Consideration of lands appropriate for affordable housing
- Mechanisms for addressing the Prospective Need
- Summary of affordable housing credits, including bonuses, for addressing the Prospective Need

A. Consideration of Lands Appropriate for Affordable Housing

1. Sewer Service Availability

Sanitary sewer service is essential for providing affordable housing that is typically developed at higher densities. Map FSP-1 shows Map 4M-29: Pemberton Township Wastewater Service Areas which was taken from Burlington County’s 2017 Wastewater Management Plan. The areas shaded brown indicate sewer service areas.

Map FSP-1: Pemberton Township Zoning Districts and Sewer Service Areas



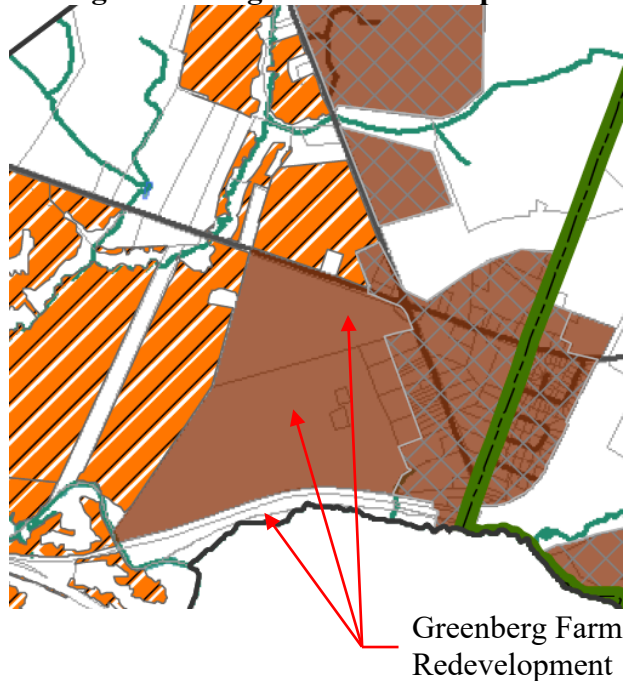
Map FSP-2 Enlargement

Map FSP-3 Enlargement

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
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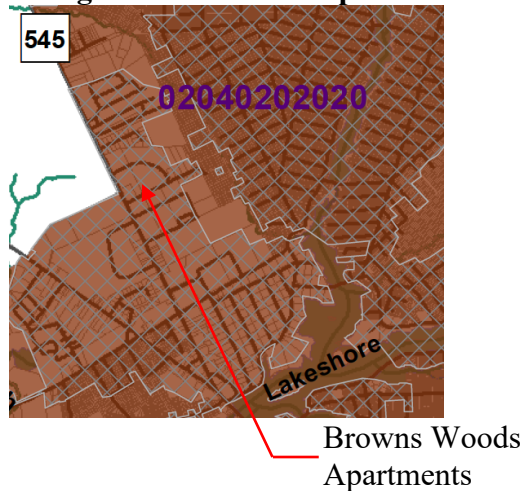
Enlargements of the County Wastewater Management Plan show two sites within sewer service areas for which Pemberton Township addresses its Fourth Round Present Need. Map FSP-2 shows the site for the redevelopment of the Greenberg Farm (Block 786.01, Lots 13 and 22, and Block 787, Lot 1), which proposes 40 affordable age-restricted units. Map FSP-3 indicates the existing Browns Woods Apartments (Block 528, Lot 24.01), which contains 60 affordable family rental units.

**Map FSP-2: Enlargement of County Wastewater Management Plan
Showing Greenberg Farm Redevelopment Area**



Not to Scale

**Map FSP-3: Enlargement of County Wastewater Management Plan
Showing Browns Woods Apartments**



Not to Scale

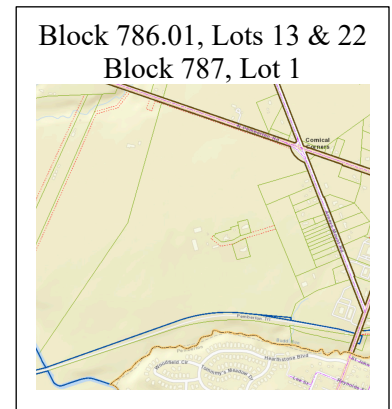
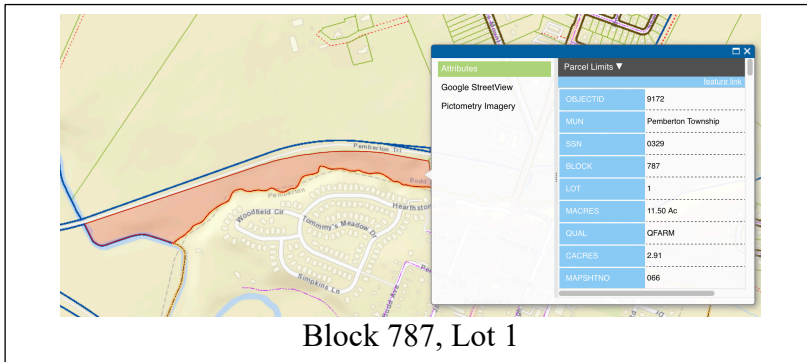
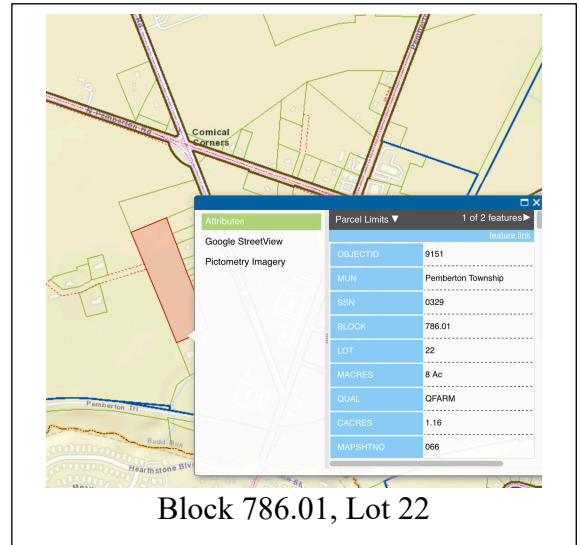
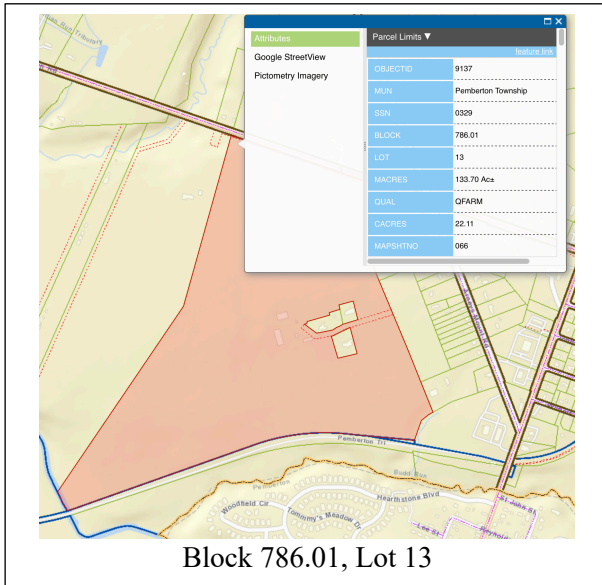
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2. Evaluation of Potential Inclusionary Sites

The two sites for the production of affordable housing to address Pemberton Township’s fourth-round affordable housing obligation are identified as follows:

<u>Zoning District</u>	<u>Block/Lot Numbers</u>	<u>Total Area (Acres)</u>
Greenberg Farm Redev. Area, Active Senior Housing Cluster Overlay	Block 786.01, Lots 13 & 22 Block 787, Lot 1	153.2
RA Infill Residential with Planned Retirement Com. Conditional Use	Block 528, Lot 24.01	15.84

**Map FSP-4: Greenberg Farm Redevelopment Area
Block 786.01, Lots 13 & 22, & Block 787, Lot 1**

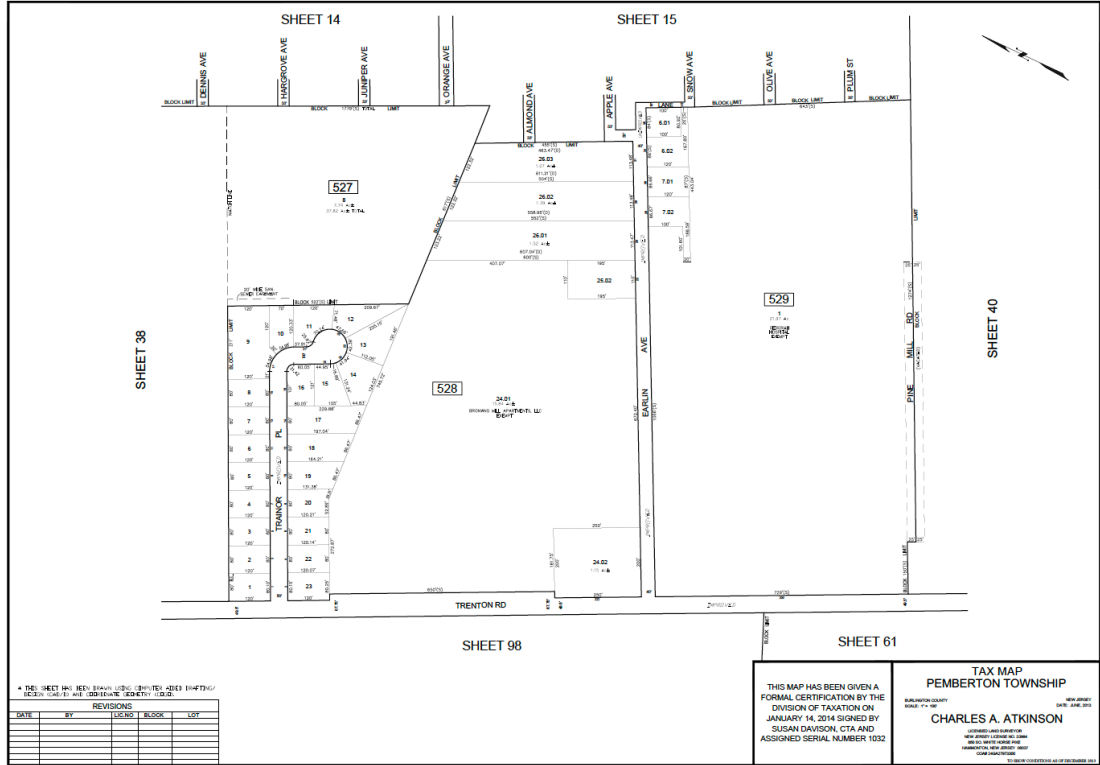


Not to Scale

Source : <https://viewer.myidv.com/Map/71332c32a7c8f74c/Pemberton-Township---Public>

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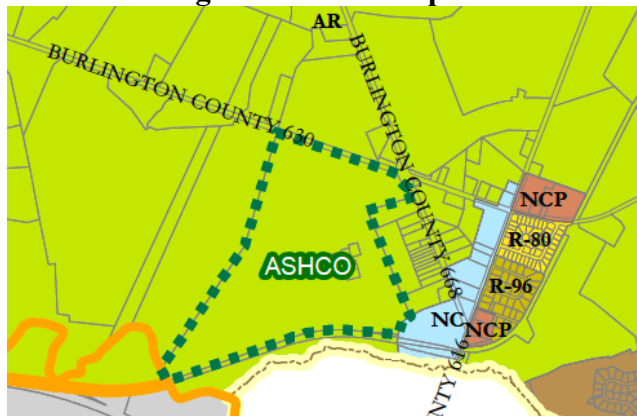
Map FSP-5 : Browns Woods Apartments, Block 528, Lot 24.01



Source: Pemberton Township Tax Map Sheet No. 39

Map FSP-4 and Map FSP-5 show the parcels of land and their block and lot numbers for the Greenberg Farms Redevelopment Area and Browns Woods Apartments, respectively. Map FSP-6 depicts a portion of the Zoning Map showing the ASHCO Adult Senior Housing Cluster Overlay District for the Greenberg Farm Redevelopment Area. Map FSP-7 is an enlargement of the Zoning Map showing the RA Infill Residential District with Planned Retirement Community Conditional Use for the Browns Woods Apartments.

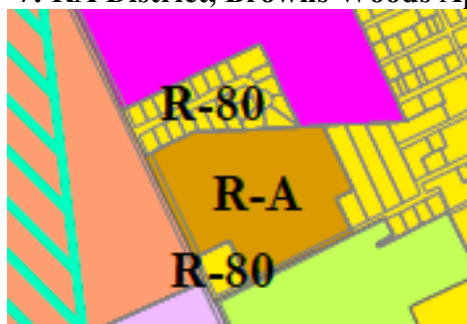
Map FSP-6: ASHCO District
Greenberg Farm Redevelopment Area



Not to Scale

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Map FSP-7: RA District, Browns Woods Apartments



Not to Scale

Each site is evaluated in the following manner:

- Site control
- Site suitability: available, suitable, developable, and approvable for development
- Site documentation: general description, New Jersey Development and Redevelopment Plan planning area(s), residential density, and sewer service area and capacity

Appendix D contains the evaluations of the two sites for producing affordable housing. The conclusion of the evaluations is that the two sites are suitable for production of affordable housing. The evaluations are summarized in subsections (1) and (2) that follow.

a. Greenberg Farm Redevelopment Site, ASHCO District

The Greenberg Redevelopment Site contains approximately 130.7 acres and is located within a redevelopment area that is regulated by the Greenberg Farm Redevelopment Plan (Redevelopment Plan), which was dated August 2021 and adopted by Ordinance No. 30-2021 (Appendix E) on September 1, 2021. According to the Burlington County Board of Taxation, the site is owned by Marvin and Evealyn Greenberg (3 Liberty Place, Medford, New Jersey 08055). Block 786.01, Lot 13 and 22 are located in a sanitary sewer area; Block 787, Lot 1, which is separated by Lot 4 that is owned by Pemberton Township, is located outside a sanitary sewer area. Lot 1, which contains approximately 11.5 acres, is a long narrow strip of land that is undevelopable because it is covered by an extensive amount of wetlands that are associated with Budd Run, which flows along the southern property line. The balance of the site (about 120 acres) is developable uplands.

The Redevelopment Plan permits “age-restricted detached single-family dwellings” on the site and limits those dwelling units to a maximum of 354 (density of 2.7 dwelling units per acre). It indicates the provision of affordable housing is subject to a “redeveloper’s agreement with the Township.” A copy of the executed Redevelopment Agreement between the Township of Pemberton and K. Hovnanian at Rancocas Creek, LLC (Appendix F) requires 40 affordable age-restricted dwelling units (11.3% affordable housing setaside) to be provided as part of the development of the site.

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b. Browns Woods Apartments Site, RA District

Currently, the Browns Woods Apartments consist of 150 apartment units of which 60 are affordable family housing units. The site on which the apartments exist is served by public sanitary sewer and water utilities; it is located within a sewer service area. The Burlington County Board of Taxation indicates BWA-Browns Mills, LLC (33 Silver Street, Suite 200, Portland, Maine 04101) owns the site. The site contains approximately 16 acres thereby having a density of 9.4 dwelling units per acres and provides a 40 percent setaside for affordable units. As indicated in the 2016 Settlement Agreement with Fair Share Housing Center the 30-year affordability deed restriction for the 60 units expires December 1, 2032. On February 17, 2021, Pemberton Township adopted Resolution No. 72-2021 authorizing a 42-year long-term tax abatement and correcting the property as Block 528, Lot 24.01 (Appendix G). On December 22, 2021, a deed Restriction and Regulatory Agreement, and Mortgage (Appendix H) was executed for maturing on April 1, 2063.

B. Mechanisms for Fourth-Round Compliance

To satisfy its fourth-round Prospective Need of 79 affordable housing units, Pemberton Township has implemented the following mechanisms:

1. Greenberg Farm Redevelopment Site, ASHCO District

In 2021, Pemberton Township adopted an ordinance effectuating the Greenberg Farm Redevelopment Plan as one of the mechanisms to create 40 affordable age-restricted housing units, which may be for-sale. The Greenberg Farm Redevelopment Plan remains in effect.

2. Browns Woods Apartments Site, RA District

The Browns Woods Apartments currently has 60 affordable family rental housing units which are subject to the 42-year long-term tax abatement beginning February 17, 2021. This restriction remains in effect.

3. Mandatory Affordable Housing Set-Aside Ordinance

Chapter 62 of the Township of Pemberton Municipal Code sets forth provisions for affordable housing in the municipality. Article I provides requirements and regulations for affordable housing. Section 62-2D, which sets forth requirements for new housing construction, will be amended to provide for a mandatory affordable housing set-aside that applies to any residential development, including the residential portion of a mixed-use project, which consists of 5 or more new residential units at a density of 6 or more units per acre and that result from any use or density variance pursuant to N.J.S.A. 40:55D-70(d). Further, this provision will apply to any residential development, including the residential portion of a mixed-use project, which consists of 50 or more new residential units at a density of 6 or more units per acre that results from any rezoning or the adoption of a new or amended redevelopment/rehabilitation plan. The amended ordinance will require a 20

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percent setaside of for-sale affordable housing and 15 percent setaside of rental affordable housing in an applicable residential development outside the Pinelands Commission area and a 20 percent setaside for all affordable housing in the Pinelands Commission area. Appendix I contains a copy of the proposed amendment to Section 62-2C, D and E. The Township commits to ensure that the affordable housing setaside requirement is enforced by the Township’s Planning Board and Zoning Board of Adjustment.

4. Plan Implementation Mechanisms

a. Administrative Mechanisms

The following documents administer mechanisms to address Pemberton Township’s affordable housing obligation:

- Pemberton Township Rehabilitation Program, Operating Manual for the Administration of Rehabilitation Program
- Affordability Assistance Manual
- Affirmative Fair Housing Marketing Plan

The foregoing documents were submitted as separate documents that were part of the Township’s Fourth Round compliance. In addition, Pemberton Township prepared a Spending Plan for its fourth-round affordable housing obligation and submitted it separately.

On March 19, 2025, the Pemberton Township designated, by Resolution No. 120-2025 (Appendix J), the Township’s Community Development Director as the Township Affordable Housing Administrative Agent and the Township Municipal Housing Liaison.

b. Requirements for New Construction of Affordable Housing

The following requirements shall apply to the new construction of affordable housing:

- (a) All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. (“UHAC”), including but not limited to the required bedroom and income distribution, with the sole exception that 13 percent of the affordable units within each bedroom distribution shall be required to be for very low income households earning 30percent or less of median income pursuant to the Fair Housing Act (FHA).
- (b) All of the affordable units shall be subject to affordability controls, as defined under current law: 40 years for newly created affordable rental units; and 30 years for affordable for-sale units.
- (c) In inclusionary developments, the affordable units shall be fully integrated with the market-rate units, and the affordable units shall not be concentrated in

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separate building(s) or in separate area(s) or floor(s) from the market-rate units. In buildings with multiple dwelling units, affordable units shall be generally distributed within each building with market-rate units. The residents of the affordable units shall have full and equal access to all of the entryways, amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.

- (d) Construction of the affordable units in inclusionary developments shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
- (e) The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include the community and regional organizations identified in this agreement, and it shall also include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.
- (f) All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

C. Summary of Fourth-Round Compliance

Pemberton Township complies with its fourth-round affordable housing obligation as it relates to its Present Need, Prior Third-Round Obligation, and Fourth-Round Prospective Need as summarized below.

1. Present Need, 2025-2035

Pemberton Township will establish a Rehabilitation Program to address its Present Need of 79 housing units. Its Spending Plan provides for \$1,621,638 to rehabilitate the 79 housing units (approximately \$20,500 per unit). The Township's Small Cities Program will supplement the Township's Rehabilitation Program.

2. Prior Third-Round Obligation, 1999-2025

Pemberton Township had no Prior Third-Round Obligation.

3. Fourth-Round Prospective Need, 2025-2035

Pemberton Township's fourth-round Prospective Need is 79 units. The Township adopted the Greenburg Farm Redevelopment Plan that provides for 40 affordable age-restricted housing units that are for-sale. Further, the existing Browns Woods Apartments provides 60 affordable family rental housing units. The two locations for providing affordable housing are shown on Maps FSP-1, 2 and 3. Table FSP-2 demonstrates the Township's proposal complies with the minimum and maximum requirements for providing affordable housing in the fourth round.

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The maximum amount of bonus credits permitted for the fourth round is 25 percent of the Prospective Need. For Pemberton Township the maximum bonus credits are 20 as calculated below.

$$79 \text{ Units Prospective Need} \times 0.25 = 19.75 \text{ Bonus Credits, rounded to 20 Bonus Credits}$$

**Table FSP-2: Minimum and Maximum Requirements for
Fourth Round Prospective Need**

Requirements	Required Total	Greenberg Farm Redev.	Browns Woods Apartments	Total
Min. 50% Affordable Family Units (79 Units X 0.50)	40	0	60	60
Min. 25% Rentals (79 Units X 0.25)	20	0	60	60
Max. 30% Age-Restricted (79 Units X 0.30)	24	24	0	24
Min. 13% Very Low-Income (79 Units X 0.13)	10	5	8	13
Min. 50% Very Low-Income Families (10 Units X 0.50)	5	0	8	8

Table FSP-3 summarizes the Township’s fourth round affordable housing credits, which total 88. Greenberg Farm Redevelopment Plan will yield 24 affordable age-restricted for-sale units plus 2 bonus credits thereby totaling 26 credits. Browns Woods Apartments would provide a total of 62 credits of which 60 are affordable family rental units and 2 are bonus credits for additional very low-income family rental units.

**Table FSP-3: Credit Allocation for Affordable Mechanisms for
Fourth Round Prospective Need**

Mechanism	Status	Type	Units	Bonus Ratio	Bonus Credits	Total
Greenberg Farm Redevelopment Plan	Zoning In Place	Age-Restricted For-Sale	24	40 units built x 10% x 1/2	2	26
Browns Woods Apartments	Built/In Operation	Family Rental	60	8 VL Inc. Provided – 5 VL Inc. Required = 3 x 1/2 Bonus = 1.5, Say 2	2	62
Total			84		4	88

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With a conservative amount of 88 affordable housing credits applied toward its fourth-round Prospective Need, Pemberton Township would accrue a minimum surplus of 9 affordable housing credits that would apply toward its future rounds of Prospective Need.

Table FSP-4: Fourth Round Summary

79	Third Round Obligation
-26	Greenberg Farm Redevelopment Plan
-62	Browns Woods Apartments
-9	Remaining Obligation

Given the Greenberg Farm Redevelopment Plan provides 24 affordable age-restricted units for the Township’s Fourth-Round obligation, 16 of 40 total affordable age-restricted units in the development would apply toward the Township’s future rounds of Prospective Need.

In addition to Browns Woods Apartments, Pemberton Township has several existing affordable age-restricted apartment developments that have current restrictions that expire during its Fourth Round obligation. Those existing developments are shown in Table FSP-5, which was taken from the Settlement Agreement minus Browns Woods Apartments. The affordable units in these developments have the potential to apply toward the Township’s future rounds of Prospective Need, provided their affordability restrictions would be extended according to law.

Table FSP-5: Existing Affordable Age-Restricted Developments

PROJECT	ADDRESS		BLOCK / LOT	1 BEDROOM	2 BEDROOM	3 BEDROOM	TOTAL UNITS	DATE APPROVED	EXPIRATION DATE
Golden Terrace	555 Lakehurst Rd	Age restricted	894/20	30	10	0	40	12/1/1984	11/9/2034 Inst # 4046552
Pinefield I	1452 Junction Rd	Age restricted	849/3	60	0	0	60	9/12/1994	4/28/2028 Inst # 3547142
Pinefield II	1478 Junction Rd	Age restricted	849/5	36	0	0	36	9/12/1994	3/19/2028 Inst # 3547157

Currently, Pemberton Township has two redevelopment plans that require adjustments to accrue credits for affordable housing and thereby increase the Township’s surplus of affordable housing for future rounds of Prospective Need.

Table FSP-6 identifies the two redevelopment plans that have the potential to provide a total of 16 affordable family housing units and indicates the adjustments that must be made to accrue credits for affordable housing and apply them toward future rounds of Prospective Need

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Table FSP-6: Redevelopment Plans Requiring Adjustments

Redevelopment Plan Name	Address	Block/Lot Numbers	Affordable Units	Issue to be Corrected
Former Burlington County Minimum Security Corrections and Work Release Center	Pemberton-Browns Mills Road	812/Part of Lot 9.01 and Lot 9.03	8 Family	Clarification of affordable housing setback
Bobolink Boulevard Scattered Sites	Bobolink Boulevard	Multiple	8 Family	Additional lots must be added to the redevelopment area

VI. MULTIGENERATIONAL FAMILY HOUSING ANALYSIS

The New Jersey Fair Housing Act (C.52:27D-310g.) requires the following analysis pertaining to multigenerational family housing:

An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendation of the Multigenerational Family Housing Continuity Commission...

Pemberton Township’s Chapter 190 Zoning is silent on multigenerational family housing. For clarity, adding provisions to permit multigenerational housing in various residential zoning districts would be required. Pemberton Township anticipates undertaking an update to its master plan. It would be prudent to include in the planning process for the master plan update an analysis for determining which residential zoning districts would be appropriate to provide for multigenerational housing.

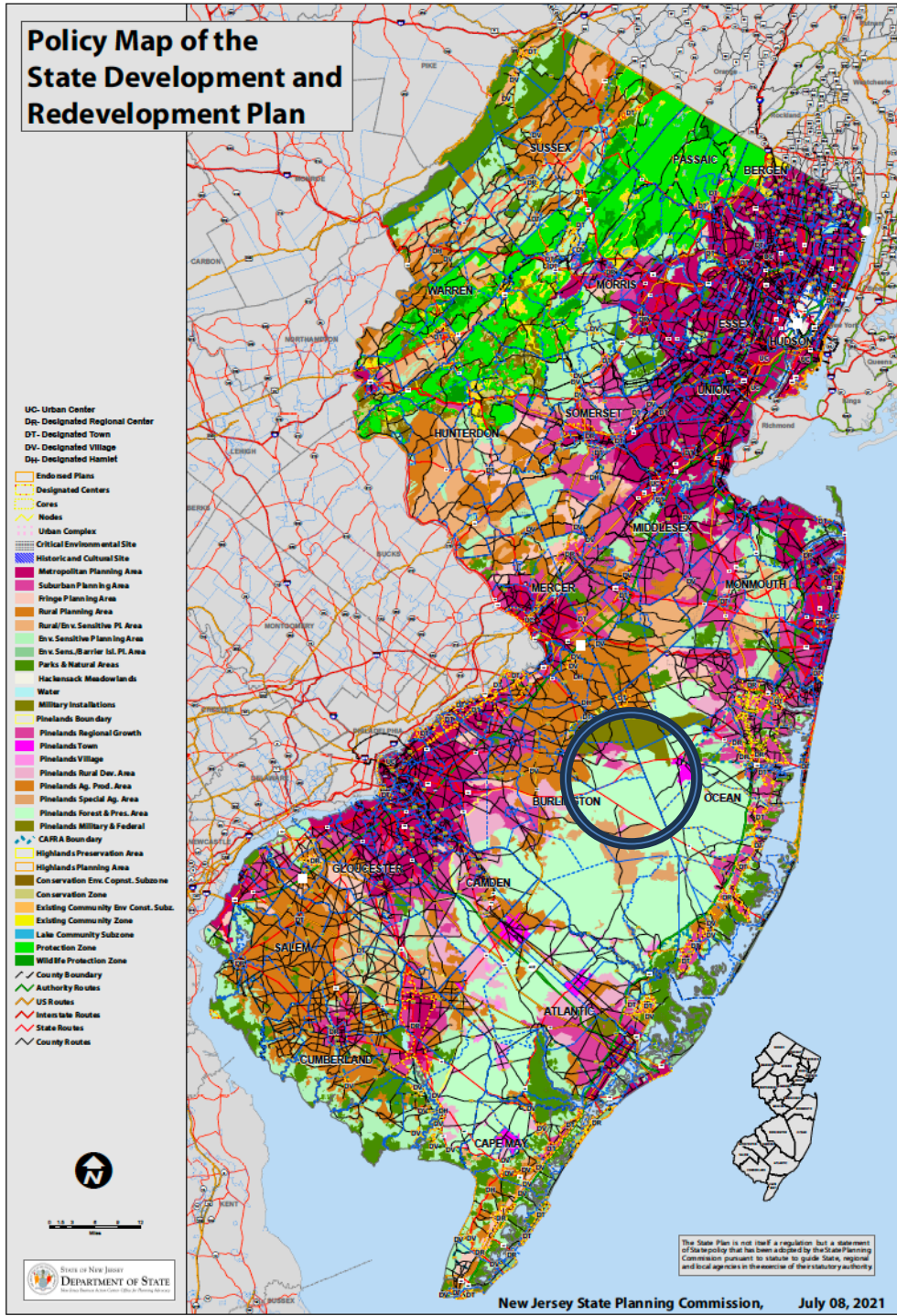
VII. STATE DEVELOPMENT AND REDEVELOPMENT PLAN CONSISTENCY ANALYSIS

The New Jersey Fair Housing Act (C.52:27D-310i.) requires the following analysis pertaining to the consistency of the HPEFSP with the current 2001 *The New Jersey State Development and Redevelopment Plan* (SDRP):

An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

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Map FSP-8: Policy Map of the State Development and Redevelopment Plan

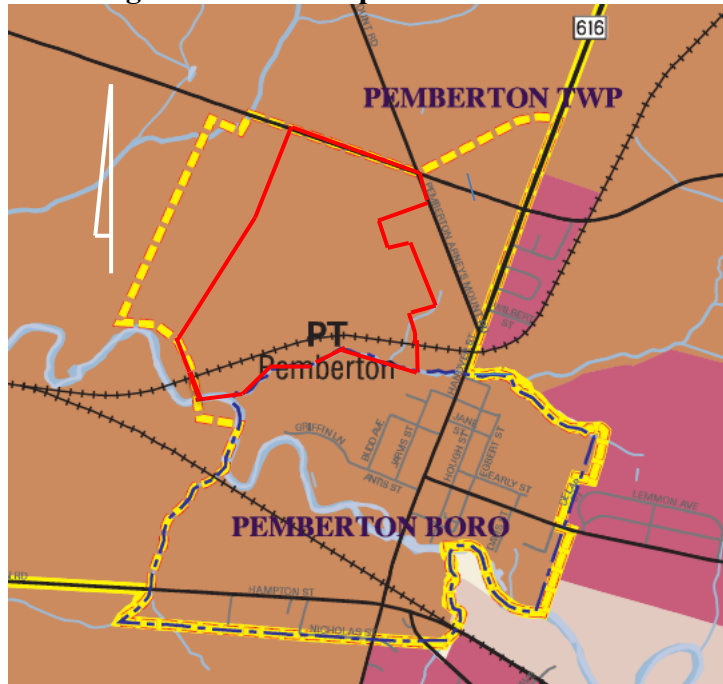


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The approximate location of Pemberton Township on the Policy Map of the State Development and Redevelopment Plan (SDRP) is depicted by a black-lined circle on Map FSP-9. Enlargements of the Policy Map showing the two affordable housing sites are provided on Maps FSP-10 and 11. The enlargement of Greenberg Farm Redevelopment Area is indicated on a portion of Quadrangle 106 of the Policy Map indicated on Map FSP-10. The Browns Woods Apartments are located within the New Jersey Pinelands jurisdiction. Map FSP-11 provides an enlargement of Quadrangle 107 of the Policy Map showing the site for Browns Woods Apartments.

Maps FSP-10 shows the Greenberg Farm Redevelopment Area, which is approximately delineated by a solid red line, located in the Rural Planning Area (PA4) (area shaded brown) and as part of the Proposed Town (PT) for Pemberton Borough and the lands adjacent to the Borough, which are delineated by the yellow dashed line. According to the SDRP, Towns are intended to be more intensely developed with residential and non-residential uses served by public sanitary sewer and water utilities.

**Map FSP-10: Enlargement of Portion of Quadrangle 106
Showing SDRP Planning Areas and
Greenberg Farm Redevelopment Area Outlined in Red**



Not to scale

	Urban Complex
	Metropolitan Planning Area
	Suburban Planning Area
	Fringe Planning Area
	Rural Planning Area
	Rural/Env.Sensitive Planning Area

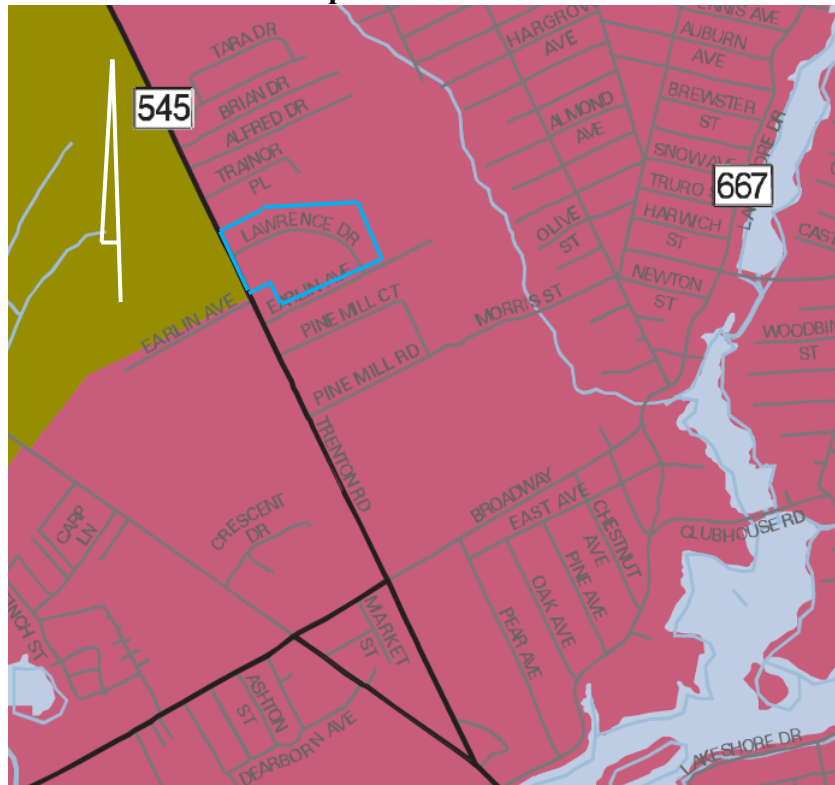
U C	- Urban Center
D R	- Designated Regional Center
P R	- Proposed Regional Center
I R	- Identified Regional Center
D T	- Designated Town
P T	- Proposed Town
I T	- Identified Town
D V	- Designated Village
P V	- Proposed Village
I V	- Identified Village
D H	- Designated Hamlet
P H	- Proposed Hamlet
I H	- Identified Hamlet

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The SDRP’s intent for Rural Planning Areas is to (207):

- Maintain the Environs as large contiguous areas of farmland and other lands;
- Revitalize cities and towns;
- Accommodate growth in Centers;
- Promote viable agricultural industry;
- Protect the character of existing, stable communities; and
- Confine programmed sewers and public water service to Centers.

**Map FSP-11: Enlargement of Portion of Quadrangle 107
Showing Pinelands Planning Areas and
Browns Woods Apartments Site Outlined in Blue**



Not to Scale



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The SDRP describes “Towns” as “[t]raditional centers of commerce or government throughout New Jersey, with diverse residential neighborhoods served by a mixed-use Core offering locally oriented goods and services” (230). In 1826 Pemberton Borough was incorporated as a borough within portions of North Hanover Township and Northampton Township (now known as Mount Holly Township). Mills were constructed along the Rancocas Creek as early as the late 18th Century, establishing Pemberton Borough as a center for industry. In 1868 the Pemberton and Hightstown Railroad was completed. The North Pemberton Railroad Station (located in Pemberton Township just north of the Borough) was built in 1892 on the line that connected Pemberton with Camden City. During the 19th and early 20th Centuries, Pemberton Borough became a center of commerce growing with a mix of housing, and commercial and industrial facilities. In essence, the Borough is a historic town center. The Greenberg Farm Redevelopment Area would accommodate future growth in the Pemberton Proposed Town, helping to revitalize the Borough and surrounding areas. The Burlington County Wastewater Management Plan includes the Greenberg Farm Redevelopment Area in a sewer service area thereby indicating the Redevelopment Area is designated for future growth of the Proposed Town Center. The Greenberg Farm Redevelopment Plan is consistent with the SDRP.

Map FSP-11 shows the Browns Woods Apartments site located in a Pinelands Town Center. Although areas within the Pinelands are outside the purview of the SDRP, Pinelands Town Centers have intentions similar to those of the SDRP – They are areas planned for growth that would be served by public sanitary sewer and water utilities. The Browns Woods Apartments exist within the Pinelands Town Center, which is in a sewer service area, and its continued use for housing would be consistent with that designation.

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APPENDICES

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
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APPENDIX A
Township Council Resolution No. 47-2023

TOWNSHIP OF PEMBERTON
RESOLUTION NO. 47-2025

COMMITTING TO ROUND 4 PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS IN ACCORDANCE WITH P.L. 2024,c2

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 (hereinafter "A4"); and

WHEREAS, A4 calculates the size of the regional affordable housing need as follows "projected household change for a 10-year round in a region shall be estimated by establishing the household change experienced in the region between the most recent federal decennial census, and the second-most recent federal decennial census. This household change, if positive, shall be divided by 2.5 to estimate the number of low- and moderate-income homes needed to address low- and moderate-income household change in the region, and to determine the regional prospective need for a 10-year round of low- and moderate- income housing obligations..."; and

WHEREAS, the DCA Report calculates the Township's Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of DCA Number 5 and a Prospective Need or New Construction Obligation of DCA Number 79; and

WHEREAS, A4 further provides that, irrespective of the DCA's calculation, municipalities are to determine "present and prospective fair share obligation(s) ... by binding resolution no later than January 31, 2025"; and

WHEREAS, this resolution satisfied the requirements of A4 by accepting the DCA estimate of need as described in the DCA Report; and

WHEREAS, in addition to the foregoing, the Township specifically reserves all rights to revoke this resolution and commitment in the event of a successful challenging to A4 in the context of the Montvale case (MER-L-1778-24), any other such action challenging A4, or any legislation adopted and signed into law by the Governor of New Jersey that alters the deadlines and/or requirements of A4; and

WHEREAS, in addition to the foregoing, the Township reserves the right to take a position that its Round 4 Present and Prospective Need Obligations are lower than described herein in the event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

WHEREAS, in addition to the foregoing, nothing in A4 requires or can require an increase in the Township's Round 4 Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of A4 is to establish, for example, unchallenged numbers by default on March 1, 2024=5; and

WHEREAS, in light of the above, the Mayor and Council finds that it is the best interest of the Township to declare its obligations in accordance with this resolution; and

NOW, THEREFORE, BE IT RESOLVED, this 15th day of January 2025, by the Governing Body of the Township of Pemberton, County of Burlington, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this Resolution.
2. The Mayor and Council hereby commit to the DCA Round 4 Present Need Obligation of DCA Number 4 and the Round 5 Prospective Need Obligation 79 described in this Resolution subject to all reservations of rights, which specifically include:
3. The right to adjust the number based on a windshield survey, lack of land, sewer, water, regional planning inputs, or any combination thereof;

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4. All rights to revoke this resolution in the event of a successful legal challenge, or legislative change, to A4;
5. All rights to take any contrary position in the event of a third party challenge to the obligations.
6. The Township hereby directs its Affordable Housing Counsel to (a) file this Resolution with the "Program" pursuant to the requirements on A4.
7. This resolution shall take effect immediately, according to law.

PEMBERTON TOWNSHIP COUNCIL

ATTEST:

I herein certify that the foregoing Resolution was adopted by the governing body of the Township of Pemberton on January 15, 2025.



Amy P. Cosnoski, RMC, Township Clerk

I herein certify this document to be a true and correct copy of the original Resolution as duly adopted by the Governing Body of Pemberton Township at a meeting held on January 15, 2025.



Amy P. Cosnoski, RMC, Township Clerk

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

APPENDIX B
Court Order Fixing

BUR-L-000182-25 04/08/2025 Pg 1 of 3 Trans ID: LCV20251054034

PREPARED BY THE COURT

**IN THE MATTER OF THE
DECLARATORY JUDGMENT
ACTION OF THE TOWNSHIP OF
PEMBERTON, BURLINGTON
COUNTY PURSUANT TO P.L.
2024, CHAPTER 2**

Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – CIVIL PART
BURLINGTON COUNTY
DOCKET NO. BUR-L-182-25

Civil Action
Mt. Laurel Program

**ORDER FIXING MUNICIPAL
OBLIGATIONS FOR “PRESENT NEED” AND
“PROSPECTIVE NEED” FOR THE FOURTH
ROUND HOUSING CYCLE**

THIS MATTER, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on January 23, 2025 (“DJ Complaint”) by the Petitioner, Township of Pemberton (“Petitioner” or “Municipality”), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (collectively, the “FHA”), and in accordance with Section II.A of Administrative Directive #14-24 (“Directive #14-24”) of the Affordable Housing Dispute Resolution Program (the “Program”), seeking a certification of compliance with the FHA;

AND IT APPEARING, that on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs (“DCA”) issued its report entitled “*Affordable Housing Obligations for 2025-2035 (Fourth Round)*”,¹ therein setting forth the “present need” and prospective need” obligations of all New Jersey municipalities for the Fourth Round housing cycle (the “DCA’s Fourth Round Report”);

AND IT APPEARING that, pursuant to the DCA’s Fourth Round Report, the “**present**

¹ See https://nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

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need” obligation of the Petitioner has been calculated and reported as **seventy-nine (79)** affordable units, and its **“prospective need”** obligation of the Petitioner has been calculated and reported as **seventy-nine (79)** affordable units, and which calculations have been deemed “presumptively valid” for purposes of the FHA;

AND THE COURT, having determined that no “interested party” has filed a “challenge” to the Petitioner’s DJ Complaint by way of an Answer thereto as provided for and in accordance with Section II.B of Directive #14-24 of the Program;

AND THE COURT, having found and determined, therefore, that the “present need” and “prospective need” affordable housing obligations of the Petitioner for the Fourth Round housing cycle as calculated and reported in the DCA’s Fourth Round Report have been committed to by the Petitioner and are uncontested, and for good cause having otherwise been shown:

IT IS, THEREFORE, on this 8th day of **APRIL 2025 ORDERED AND ADJUDGED** as follows:

1. That the “present need” obligation of the Municipality, be, and hereby is fixed as **seventy-nine (79)** affordable units for the Fourth Round housing cycle.
2. That the “prospective need” obligation of the Municipality, be, and hereby is fixed as **seventy-nine (79)** affordable units for the Fourth Round Housing cycle; and
3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the “present need” and “prospective need” allocations aforesaid (and which plan shall include the elements set forth in the “Addendum” attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay..

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IT IS FURTHER ORDERED, that any and all “challenges” to the Petitioner’s housing element and fair share plan as adopted pursuant to Paragraph 3 above must be filed by August 31, 2025, by way of Answer/Objection filed in the eCourts case jacket for this Docket No. #BUR-L-182-25, and as provided for and in accordance with Section III.B of Directive #14-24; and

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on the Petitioner, Petitioner’s counsel and the Program Chair upon its posting by the Court to the eCourts case jacket for this matter pursuant to R. 1:5-1(a) and R. 1:32-2A.

SO ORDERED:



HON. TERRENCE R. COOK, A.J.S.C.

(X) Uncontested.

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

APPENDIX C
Third Round Settlement Agreement



Peter J. O'Connor, Esq.
Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammler, Esq.
Joshua D. Bauers, Esq.

June 8, 2016

Andrew Bayer
GluckWalrath LLP
428 River View Plaza
Trenton, NJ 08611

**Re: In the Matter of the Township of Pemberton, County of Burlington, NJ
Docket No. BUR-L-1613-15**

Dear Mr. Bayer:

This letter memorializes the terms of an Agreement reached between the Township of Pemberton (the "Township" or "Pemberton"), the declaratory judgment plaintiff, and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

Pemberton filed the above-captioned matter on July 8, 2015, seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 53:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. FSHC and the Township participated in case management conferences and a settlement conference in this litigation. Through that process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement Terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of the attached draft Housing Element and Fair Share Plan ("the Plan"), Exhibit A, and the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 53:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

3. FSHC and Pemberton hereby agree that Pemberton's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	10
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	0
Third Round Prospective Need (per Kinsey Report, as adjusted through this settlement Agreement)	0

4. The Township's efforts to meet its present need/rehabilitation share include the following: Pemberton Township Small Cities Rehabilitation Program. This is sufficient to satisfy the Township's rehabilitation obligation of 10 units.
5. As noted above, the Township has a Prior Round prospective need of 0 units, but regardless, it provided for the following affordable housing projects:

PROJECT	ADDRESS		BLOCK / LOT	1 BEDROOM	2 BEDROOM	3 BEDROOM	TOTAL UNITS	DATE APPROVED	EXPIRATION DATE
Golden Terrace	555 Lakehurst Rd	Age restricted	894/20	30	10	0	40	12/1/1984	11/9/2034 Inst # 4046552
Pinefield I	1452 Junction Rd	Age restricted	849/3	60	0	0	60	9/12/1994	4/28/2028 Inst # 3547142
Pinefield II	1478 Junction Rd	Age restricted	849/5	36	0	0	36	9/12/1994	3/19/2028 Inst # 3547157
Browns Woods Apartments	226 Trenton Rd	Non-age restricted	528/24.01	24	30	6	60	12/01/02	12/1/2032 Inst # 3593672

6. Inasmuch as the Township has a prospective need of zero, the Township does not intend to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning.
7. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

PROGRAM	FUNDING SOURCE(S)
Pemberton Township Rehabilitation Program	<ul style="list-style-type: none"> • Small Cities CDBG Funds • Affordable Housing Trust Funds

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, April 16, 2015, revised July 2015.

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

8. The Township has prepared a spending plan that is attached hereto as Exhibit B. The parties to this Agreement agree that this spending plan is valid and should be approved by the Court. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
9. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
10. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
11. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
12. Prior to becoming effective, this settlement Agreement must be approved by the Court following a fairness hearing as required by Morris County Fair Housing Council v. Boonton Township, 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees not to challenge the attached Plan (Exhibit A) at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

certification and accompanying protection as provided under the FHA,” as addressed in the Supreme Court’s decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The “accompanying protection” shall remain in effect through July 1, 2025.

13. This settlement Agreement may be enforced through a motion to enforce litigant’s rights or a separate action filed in Superior Court, Burlington County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney’s fees.
14. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
15. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
16. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
17. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
18. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
19. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
20. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
21. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written Agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
22. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

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23. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC: Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Fax: (856) 663-8182
E-mail: kevinwalsh@fairsharehousing.org

TO THE TOWNSHIP: Andrew Bayer, Esq.
GluckWalrath LLP
428 River View Plaza
Trenton, NJ 08611
Fax: 609-278-3901
Email: abayer@glucklaw.com

WITH A COPY TO THE Amy Cosnoski, Township Clerk
Township of Pemberton
500 Pemberton – Browns Mills Road
Pemberton, NJ 08068-1539

MUNICIPAL CLERK:

Please sign below if these terms are acceptable.

Sincerely,

Kevin D. Walsh, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Township of Pemberton, with the authorization
of the Governing Body

By: 
David A. Patriarca, Mayor

Dated: 9-8-16

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

APPENDIX D
Site Evaluations

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN
AFFORDABLE HOUSING SITE EVALUATION

SITE: Greenberg Farm Redevelopment Site, ASCHCO District

Evaluation Summary

Property Owner	Marvin and Evealyn Greenberg 3 Liberty Place Medford, NJ 08055
Location	101 North Pemberton Road
Block Number(s)/Lot Number(s)	786.01/13 & 22 787/1
Current Use	Farm
Gross Acres/Net Acres	153.2/133.7
Zone/Minimum Lot Size	Greenberg Farm Redevelopment Plan, ASHCO Active Senior Housing Cluster Overlay District/150 acres Redevelopment Agreement between Pemberton Township and Hovnanian at Rancocas Creek LLC has been executed
Total Units	354
Market-Rate Units	314
Affordable Units/Setaside	40 (Age-Restricted)/11.3%
Gross Density/Maximum Units	2.3 units/acre / 354
Sanitary Sewer Availability	Yes (Block 786.01, Lots 13 & 22)
Public Water Availability	Yes
<p>Evaluation: Property is sufficiently large to provide the inclusionary age-restricted housing development consisting of 354 units of which 40 would be affordable. Property is zoned for inclusionary age-restricted housing. Sanitary sewer is available to the portion of the property that lacks wetlands – Block 786.01, Lots 13 and 22, 133.7 acres of developable land . The entire property is located in the Proposed Town, which is intended to have sanitary sewer and public water services. The property represents a realistic opportunity for construction of the inclusionary age-restricted housing.</p>	

Site Control: Burlington County tax records indicate the property is owned by:

Marvin and Evealyn Greenberg
3 Liberty Place
Medford, NJ 08055

A redevelopment agreement between Pemberton Township and Hovnanian at Rancocas Creek LLC has been executed for the development of the inclusionary housing.

Site Suitability: The property is available, suitable, developable, and approvable for inclusionary age-restricted housing on public water and sewer service:

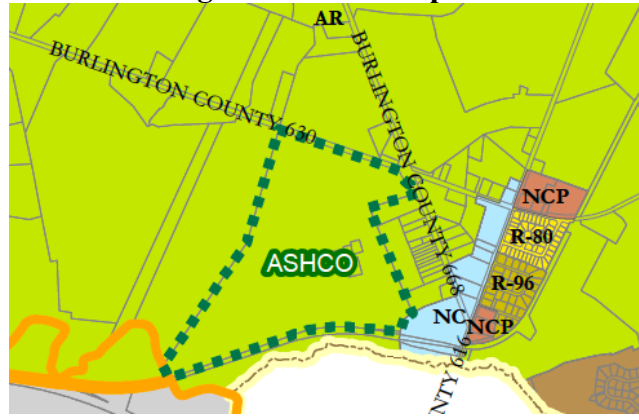
2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
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1. Available: The property is available for sale to Hovnanian at Rancocas Creek LLC.
2. Suitable: The site is occupied by a farm that is suitable for development of the inclusionary age-restricted housing. At least 133.7 acres are free of wetlands. The zoning for the property is ASHCO Active Senior Housing Cluster Overlay District, which is set forth in the Greenberg Farm Redevelopment Plan (AHSE Map1).
3. Developable: At least 133.7 acres of the property are free of wetlands that would permit the development of the inclusionary age-restricted housing. The property is located in a sewer service area.
4. Approvable: The site is zoned ASHCO Active Senior Housing Cluster Overlay District/150 acres. Given its zoning and the executed redevelopment agreement between Pemberton Township and Hovnanian at Rancocas Creek LLC, the site is approvable.
5. Site Documentation:
 - a. General Description: The site, which is occupied as a farm, is shown on AHSE Map 2. It has access from North Pemberton Road.
 - b. Environmental Constraints: Block 787, Lot 1, which is not proposed for development, contains wetlands (AHSE Map 3). The balance of the site lacks wetlands. Given its limited environmental constraints, the site is developable.
 - c. NJ State Development and Redevelopment Plan (SDRP): The SDRP designates the site as part of a Proposed Town, which is intended to be served by sanitary sewer and water utilities (AHSE Map 4). Given this designation, the site is developable.
 - d. Density: The maximum permitted density is 2.3 units per acre (354 units/153.2 acres). The developer of the inclusionary age-restricted housing development, Hovnanian at Rancocas Creek LLC, has agreed to develop the property at this density.
 - e. Wastewater Management: The 133.7-acre portion of the site (Block 786.01, Lots 13 & 22) are located in a sewer service area (AHSE Map 5). Given its location in a sewer service area, the site is developable

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

AHSE Map 1 – Enlargement of 2021 Zoning Map, ASCHO Overlay Zone

Greenberg Farm Redevelopment Area



Not to Scale



2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

AHSE Map 2 – Greenberg Farm Site

Study Area Boundaries



Pemberton Township
Block 786.01, Lots 13, 22
Block 787, Lot 1
 DATE: 3/29/21
 Source: NJGIN, NJDEP

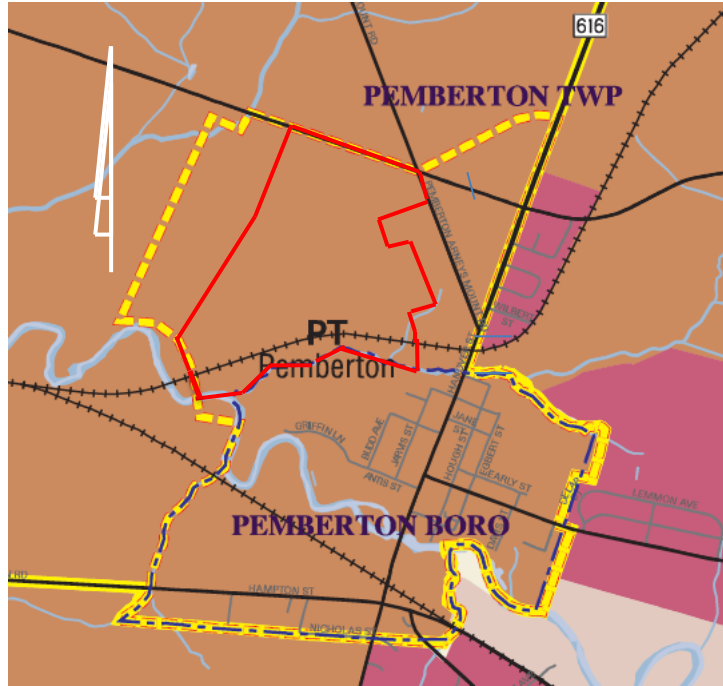
-  Study Area Boundaries
-  Municipal Boundaries



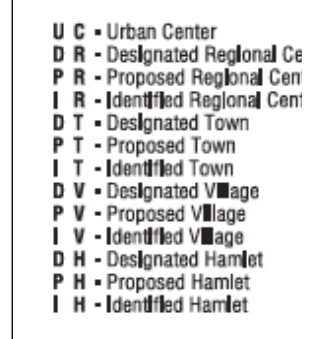
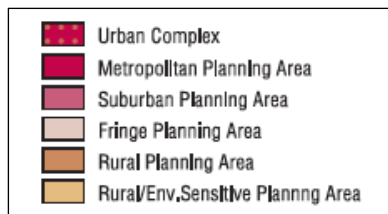
Source: Greenberg Farm Redevelopment Plan

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

AHSE Map 4 – NJ State Development and Redevelopment Plan
Designation for Greenberg Farm

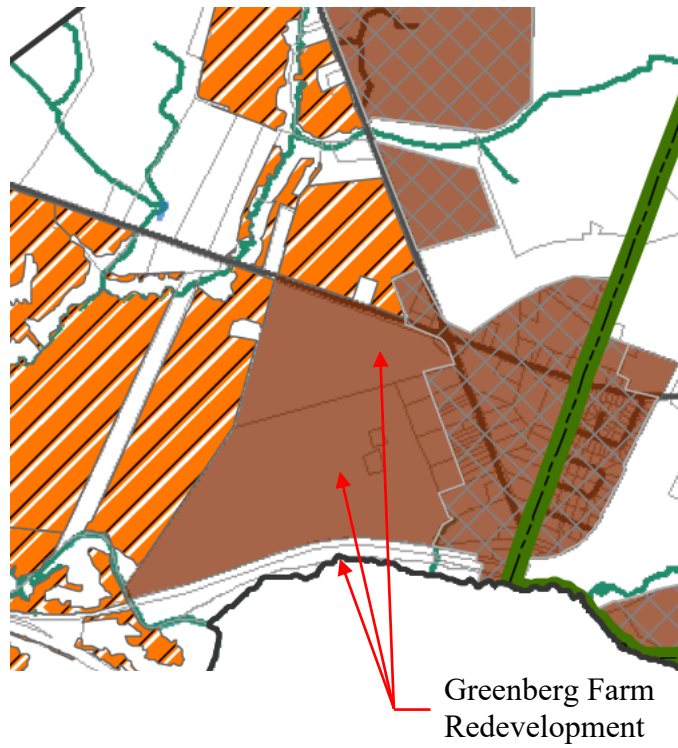


Not to scale



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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

AHSE Map 5 – Burlington County Wastewater Management Plan
Showing Greenberg Farm in Sewer Service Area



Brown colorized areas indicate sewer service areas.

Not to Scale

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

SITE: TCO1 DISTRICT OVERLAY ZONE, MIXED-USE WITH INCLUSIONARY HOUSING

Evaluation Summary

Property Owner	BWA-Browns Mills, LLC 33 Silver Street, Suite 200 Portland, Maine 04101
Location	226 Trenton Road
Block Number(s)/Lot Number(s)	528/24.01
Current Use	Apartment complex for families consisting of 150 units of which 60 are affordable
Gross Acres/Net Acres	16/16
Zone/Minimum Lot Size	RA Infill Residential District with Planned Retirement community Conditional Use/ Varies, at least one acre
Total Units	150
Market-Rate Units	Family Rental: 90
Affordable Units/Setaside	Family Rental: 60/40%
Gross Density/Maximum Units	9.4 units/acre /150
Sanitary Sewer Availability	Yes
Public Water Availability	Yes
Evaluation: The site is currently developed with an apartment complex for families. It has 150 units of which 60 are affordable. Given the site is already developed with affordable family units, the site is suitable for affordable housing.	

Site Control: Burlington County tax records indicate the properties are owned by:

BWA-Browns Mills, LLC
33 Silver Street, Suite 200
Portland, Maine 04101

Site Suitability: The property is available, suitable, developable, and approvable for affordable housing on public water and sewer service:

1. Available: The site is already developed with affordable family rental units.
6. Suitable: The site is currently developed with affordable family rental units.
7. Developable: The site is currently developed with affordable family rental units.
8. Approvable: The site is currently developed with affordable family rental units.
9. Site Documentation:
 - a. General Description: AHSE Map 6 shows the site as Block 528, Lot 24.01. AHSE Map 7 provides an aerial view of the existing apartment complex on the site.

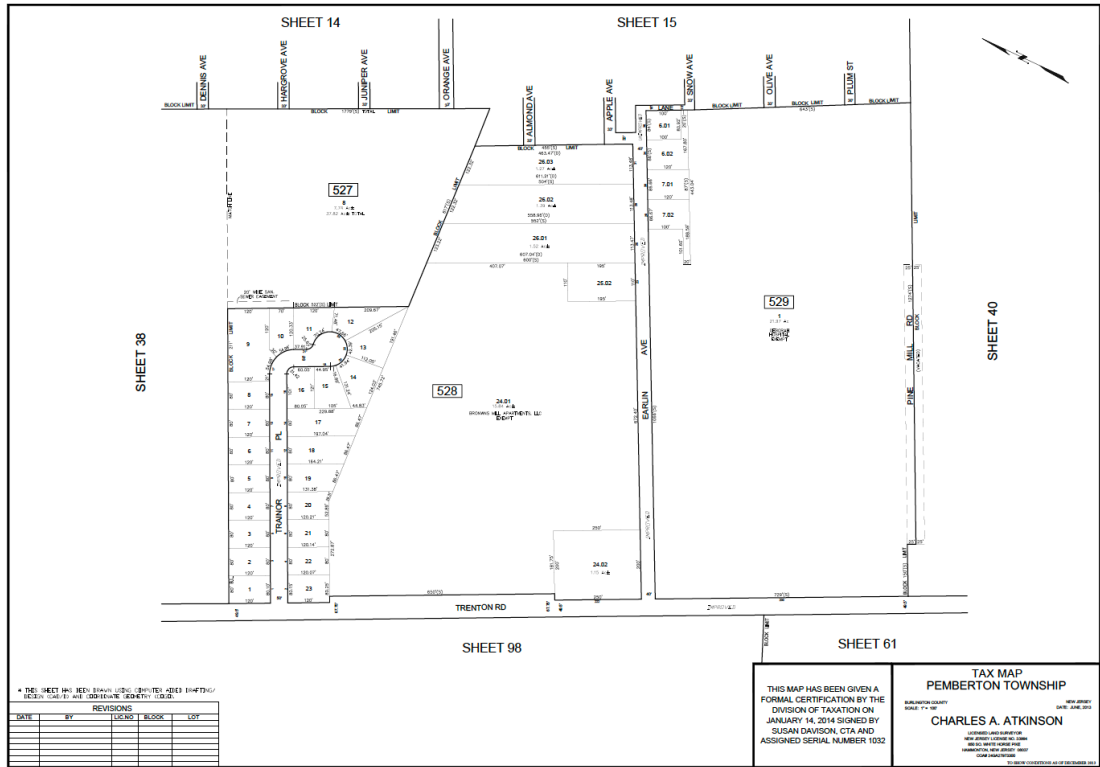
2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

- b. Environmental Constraints: The site contains no environmental constraints (AHSED Map 8).
- f. NJ State Development and Redevelopment Plan (SDRP): The site is located within NJ Pinelands jurisdiction. The site is situated in a Pinelands Town, which is intended to be served by public sanitary sewer and water utilities (AHSE Map 9).
- g. Density: The 16-acre site has been developed with 150 family apartments – a gross density of 9.4 units per acre.
- h. Wastewater Management: The site is currently served by sanitary sewers and is located in a sewer service area (AHSE Map 10).

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AHSE Map 6 – Portion of Tax Map Sheet No. 39 Showing Browns Wood Apartments,
Block 528, Lot 24.01

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

AHSE Map 7 – Aerial View of Browns Woods Apartments



Not to Scale

Source: Google Maps, viewed March 18, 2025

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

AHSE Map 8 – NJDEP GeoWeb Website Showing
Browns Woods Apartments, Block 528, Lot 24.01



The image shows no blue colorized areas that would represent wetlands

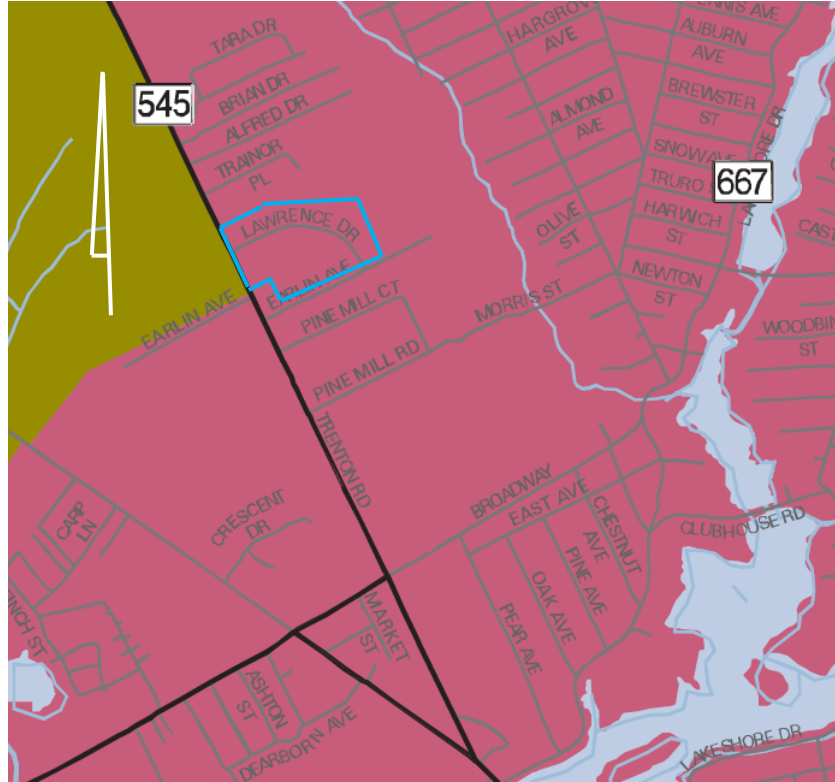
Not to Scale

Source:

<https://njdep.maps.arcgis.com/apps/webappviewer/index.html?id=02251e521d97454aabadfd8c1f68e44d>

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

AHSE Map 9 – Enlargement of Portion of Quadrangle 107
Showing Pinelands Planning Areas and
Browns Woods Apartments Site Outlined in Blue

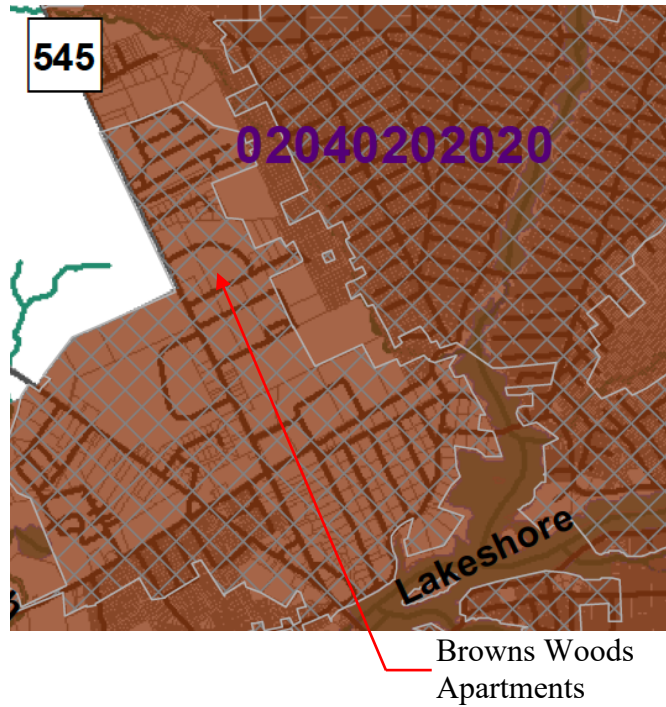


Not to Scale



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AHSE Map 10 – Enlargement of County Wastewater Management Plan
Showing Browns Woods Apartments



Brown colorized areas are located in the sewer service area.

Not to Scale

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

APPENDIX E
Ordinance No. 30-2021

TOWNSHIP OF PEMBERTON
ORDINANCE NO. 30-2021

AN ORDINANCE OF THE TOWNSHIP OF PEMBERTON, COUNTY OF BURLINGTON, STATE OF NEW JERSEY APPROVING REDEVELOPMENT PLAN FOR THE PROPERTY KNOWN AS GREENBERG FARM ALSO KNOWN AS BLOCK 786.01, LOTS 13 AND LOT 22, AND BLOCK 787, LOT 1.

WHEREAS, by way of Resolution No. 167-2021, the Township Council of the Township of Pemberton has determined that certain property known as the Greenberg Farm, on Block 786.01, Lots 13 And Lot 22, and Block 787, Lot 1 on the official tax map of the Township of Pemberton (the "Property") qualifies as an "non-condemnation area in need of redevelopment" under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LHRL"); and

WHEREAS, the Township Council referred the proposed Redevelopment Plan for the Property prepared by Christopher N. Dochney, AICP, PP and Taurean Ford, AICP, PP of CME Associates to the Pemberton Township Planning Board for evaluating Master Plan consistency and for any comments to the Redevelopment Plan pursuant to N.J.S.A. 40A:12a-7(e); and

WHEREAS, the Township Planning Board conducted a public hearing and reviewed the Redevelopment Plan at their regularly scheduled meetings on July 1, 2021 and August 5, 2021; and

WHEREAS, the Township Planning Board transmitted a letter to the Council, making findings that the Redevelopment Plan is not inconsistent with the Pemberton Township Master Plan, the State Development and Redevelopment Plan, and the Pinelands Comprehensive Management Plan, and accurately represents the planning goals and expectations for the Property and further recommended changes to the Redevelopment Plan; and

WHEREAS, the Township Council considered the recommended changes to the Redevelopment Plan by the Planning Board, and for the reasons set forth on the record and in the minutes declines to incorporate them; and

WHEREAS, the Township Council finds it is in the best interests of the Township of Pemberton to approve the Redevelopment Plan for the Property attached hereto and incorporated as if fully set forth at length herein.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Pemberton, County of Burlington, and State of New Jersey that in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12a-1 et. seq., it hereby approves and adopts the Redevelopment Plan of the property known as Greenberg Farm attached hereto.; and

BE IT FURTHER ORDAINED THAT in accordance with N.J.S.A. 40A:12A-7 (c), inasmuch as the Redevelopment Plan contains superseding zoning, the Zoning District Map of the Township of Pemberton is hereby amended to denote the Greenberg Farm Redevelopment Plan as a superseding zoning district.

BE IT FURTHER ORDAINED, that this ordinance shall take effect upon passage and publication in accordance with applicable law.

PEMBERTON TOWNSHIP COUNCIL

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

TOWNSHIP OF PEMBERTON
ORDINANCE NO.30-2021

NOTICE OF PUBLIC HEARING

AN ORDINANCE OF THE TOWNSHIP OF PEMBERTON,
COUNTY OF BURLINGTON, STATE OF NEW JERSEY
APPROVING REDEVELOPMENT PLAN FOR THE
PROPERTY KNOWN AS GREENBERG FARM ALSO
KNOWN AS BLOCK 786.01, LOTS 13 AND LOT 22, AND
BLOCK 787, LOT 1.

The foregoing Ordinance was introduced and passed on first reading by the governing body of Pemberton Township at a meeting held on August 18, 2021 and will be considered for final passage after a public hearing at a meeting of the said governing body to be held on September 1, 2021, at the Pemberton Township Municipal Building, 500 Pemberton-Browns Mills Road, Pemberton, New Jersey, at 6:00 p.m. prevailing time, at which time any interested member of the public may comment on said Ordinance. During the week prior to and up to and including the date of such meeting or further consideration, copies of said Ordinance in its entirety may be obtained from the Township Clerk.

ATTEST:


AMY P. COSMOSKI, RMC, TOWNSHIP CLERK

TOWNSHIP OF PEMBERTON
ORDINANCE NO. 30-2021

NOTICE OF FINAL PASSAGE

AN ORDINANCE OF THE TOWNSHIP OF PEMBERTON,
COUNTY OF BURLINGTON, STATE OF NEW JERSEY
APPROVING REDEVELOPMENT PLAN FOR THE
PROPERTY KNOWN AS GREENBERG FARM ALSO
KNOWN AS BLOCK 786.01, LOTS 13 AND LOT 22, AND
BLOCK 787, LOT 1.

Notice is hereby given that Ordinance No. 30-2021 as entitled above has been finally adopted on final reading by the governing body of Pemberton Township after a public hearing, at a meeting held on September 1, 2021. Said Ordinance shall take effect in accordance with law.

ATTEST:


SUNSHINE DASHIELL, RMC, DEPUTY TOWNSHIP CLERK

ACKNOWLEDGEMENT OF APPROVAL BY MAYOR


DAVID A. PATRIARCA

DATE: September 2, 2021

ATTEST:


SUNSHINE DASHIELL, RMC, DEPUTY TOWNSHIP CLERK

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

In the interest of brevity, sections of the redevelopment plan that pertain to zoning and affordable housing are provided below.

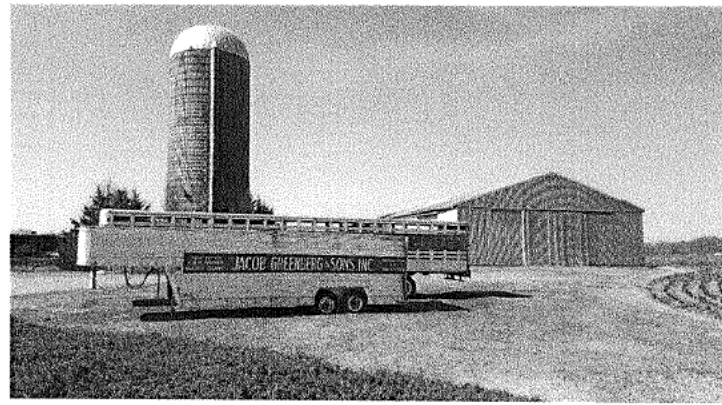
REDEVELOPMENT PLAN

Greenberg Farm

Block 786.01, Lots 13 and 22
Block 787, Lot 1



PEMBERTON TOWNSHIP
BURLINGTON COUNTY, NJ
August 2021



Christopher N. Dochney, AICP, PP License # 6225

Toureaan Ford, AICP, PP License # 6458

The original document was appropriately signed and sealed in accordance with the Chapter 41 Title 13 of the State Board of Professional Planners.



**Consulting & Municipal
ENGINEERS**

CME Associates
1 Market Street, Suite 1F
Camden, NJ 08102
732-410-2651

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

PEMBERTON TOWNSHIP – Greenberg Farm Redevelopment Plan

PERMITTED USES

Permitted Principal Uses

- Age-restricted detached single-family dwellings
- Agricultural production

Permitted Accessory Uses

- Off-street parking
- Decks, patios, and porches
- Signage associated with a development on site
- Fences
- Recreational facilities
- Common amenity spaces for residents such as clubhouses or community gardens
- Temporary construction trailers and sales trailers
- Temporary sales signage
- Stormwater management systems and facilities
- Temporary model homes
- Solar panels on all permanent structures

AREA, YARD, AND BULK REQUIREMENTS

REDEVELOPMENT USES, BULK/STORMWATER	
Overall Tract Requirements	
Maximum # of Residential Units	354 dwelling units
Minimum Tract Area	150 acres
Minimum Perimeter Setback N. Pemberton Road & Arneys Mt Road	200 feet from edge of pavement
Minimum Perimeter Setback All other boundaries	50 feet
Minimum Open Space	30% of Tract Area
Lot and Principal Structure Requirements (individual residential lots)	
Minimum Lot Area	6,000 square feet
Minimum Lot Frontage	50 feet
Minimum Lot Depth	100 feet

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

PEMBERTON TOWNSHIP – Greenberg Farm Redevelopment Plan

REQUIREMENTS TABLE	
Minimum Front Yard Setback	25 feet
Minimum Side Yard Setback	6 feet each / 13 feet combined
Minimum Rear Yard Setback	20 feet
Maximum Building Height	35 feet and 2 ½ stories
Maximum Lot Coverage	65%
Maximum Building Coverage	40%
Accessory Structure Requirements	
Maximum Height Acc. Structure	15 feet
Minimum Side Yard Acc. Structure	5 feet
Minimum Rear Yard Acc. Structure	5 feet

OFF-STREET PARKING REQUIREMENTS

- A minimum of three (3) off-street parking spaces shall be provided for each dwelling unit
- Parking for any clubhouse or common recreation facility use shall require one parking space per every six (6) residential dwellings in the community.
- Driveways for residential dwellings shall be set back a minimum of 3 feet from any side property line.

ADDITIONAL ZONING REQUIREMENTS

- No accessory structures shall be permitted within a front yard.
- A landscaped buffer with a minimum width of 50 feet shall be provided around the residential properties at Lots 14.02, 14.03, and 14.04
- A landscaped buffer with a minimum width of 50 feet shall be provided around the perimeter of the tract, including the boundaries of the Pemberton Rail Trail.
- Within the setback along North Pemberton Road and Arney’s Mount Road, a landscaped berm of at least 4 feet in height shall be provided. The top of the berm shall be located at least 150 feet from the street.
- No structures shall be permitted within a required buffer other than driveways necessary for access/egress, utilities, and any basins needed for stormwater management.
- Active and passive recreation areas shall be provided at a ratio of 200 square feet for each residential unit.
- Required open space areas may include passive recreation facilities such as a walking trail.
- Required open space areas may include any necessary facilities for stormwater management.

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

PEMBERTON TOWNSHIP – *Greenberg Farm Redevelopment Plan*

REDEVELOPMENT PLAN ACTIONS

Outline of Proposed Actions

The redeveloper will be required to enter into a Redeveloper's Agreement with the Township that stipulates the precise nature and extent of the improvements to be made and their timing and phasing as permitted therein.

Properties to be acquired

The resolution authorizing the study of this area was for a non-condemnation redevelopment area. Therefore the acquisition of property through eminent domain is not permitted by this Plan. It is also not anticipated that any properties would need to be acquired to implement this plan. All properties are under common ownership.

Amending the Redevelopment Plan

Upon compliance with the requirements of applicable law, the Township Council may amend, revise, or modify this Redevelopment Plan in general or for specific properties within the Redevelopment Area as circumstances may make such changes necessary and appropriate. The review and approval of any proposed amendments shall be undertaken in accordance with the procedures set forth in the LRHL. Any proposed changes in the Land Use Plan shall require notice and public hearings in a manner similar to the adoption of the original Plan.

Affordable Housing Obligations

Any affordable housing obligations, whether low and moderate income units are to be provided on site, or through contributions to the Township's Affordable Housing Trust Fund, shall be incorporated into any redeveloper's agreement with the Township.

Other Actions

The Township, acting as the Redevelopment Entity, may use any and all redevelopment powers granted to it pursuant to the LRHL to effectuate this Plan as they relate to an area designated as being in need of redevelopment, except for the use of eminent domain to acquire property. The Township may enter into agreements with a designated redeveloper(s) in connection with the construction of any aspect of the Redevelopment Plan, including any necessary off-site improvements.

As an essential part of any redeveloper's agreement, the Township may request that a designated redeveloper provide improvements or upgrades to the public utilities and related infrastructure that will serve the Redevelopment Area as they relate to any impacts from a proposed redevelopment project.

Amendment to Township Zoning Map and Zoning Regulations

MAY 2021

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2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

APPENDIX F

**Redevelopment Agreement between the Township of Pemberton and K. Hovnanian
at Rancocas Creek, LLC**

In the interest of brevity, the exhibits are excluded.

REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF PEMBERTON
Redevelopment Entity

and

K. HOVNANIAN AT RANCOCAS CREEK, LLC
Redeveloper

(Block 786.01, Lots 13 and 22, and Block 787, Lot 1)

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

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EXHIBITS

1. Property Survey	Exhibit A
2. Redevelopment Plan	Exhibit B
3. Concept Plan	Exhibit C
4. Certificate of Ownership	Exhibit D
5. Project Timeline/Construction Schedule	Exhibit E

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

This **REDEVELOPMENT AGREEMENT** (“Redevelopment Agreement”), dated this _____ day of _____, 2021, is hereby entered into, by and between the **TOWNSHIP OF PEMBERTON** (“Township” or “Redevelopment Entity”), a municipal corporation of the State of New Jersey, with offices at with an address of 500 Pemberton-Browns Mills Road, Pemberton, New Jersey, acting in the capacity of Redevelopment Entity pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. and **K. HOVNANIAN AT RANCOCAS CREEK, LLC**, or their assigns or successors, (“Redeveloper”) a New Jersey limited liability company, with offices at 110 Fieldcrest Avenue, Edison, New Jersey, 08873. Together, the Township and the Redeveloper are, collectively, the “Parties” or, individually, a “Party.”

PRELIMINARY STATEMENT

Pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. as amended and supplemented, (the “Act”) the Township has undertaken a program for the redevelopment of certain property identified on “Exhibit A” attached hereto (the “Project Site” or “Property”). The Project Site is currently owned or under contract to purchase by the Redeveloper. The Redeveloper intends to construct a redevelopment project at the Project Site in a time frame that is practicable and commercially reasonable.

The Governing Body of the Township has determined that the redevelopment of the Project Site will promote job creation and economic redevelopment within the municipality and the County of Burlington, as well as an attractive active adult project. The Township further duly adopted Ordinance 30-2021 on September 1, 2021, adopting the Redevelopment Plan, Greenberg Farm, Block 786.01, Lots 13 and 22, and Block 787, Lot 1 (“Redevelopment Plan”), as amended, in accordance with the Act. The Township has been authorized to act as a Redevelopment Entity to oversee the implementation of such Redevelopment Plan, which is attached hereto as “Exhibit B” and made a part hereof. Redeveloper was selected by Resolution No. 244-2021 on September 1, 2021, as Redeveloper of the Project Site, conditioned upon entry into and execution of this Redevelopment Agreement. Attached hereto as “Exhibit C” is the Redeveloper’s proposed Concept Plan for redeveloping the Project Site.

Redeveloper maintains that it is in the business of constructing residential developments and that, subject to market conditions, it has the financial ability, experience and expertise to redevelop the Property within a reasonable time through its team, in accordance with the provisions of this Agreement. The Township and Redeveloper both desire and anticipate that the Project will consist of a for sale active adult residential development of up to 354 dwellings on approximately 153 acres, to create a culturally rich and economically vibrant new neighborhood (“Project” as defined herein). It is envisioned that the Project will create a much needed age-restricted community for the residents of Pemberton.

As a material inducement to the Township, the Redeveloper has agreed, among other things, to: (i) create an age-restricted project at the Property that is both aesthetically pleasing and will spark revitalization and substantial investment in this area of the Township; (ii) redevelop the Property in accordance with the Concept Plan attached as Exhibit C (as may be modified by the Parties, in writing, from time to time, pursuant to the Redevelopment Plan and pursuant to the

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

Project Milestones/Timeline set forth herein); and (iii) make certain representations and warranties as set forth herein.

The Township has agreed, among other things, to: (1) not amend, rescind or repeal the zoning for the site for a period of thirty (30) years, except as may be required to conform to the Act and the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.; and (2) recommend that the Township Planning Board review Redeveloper's land use application(s) in a timely fashion on an accelerated basis.

To effectuate the purposes of the Act, and for and in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Township and Redeveloper hereby agree to comply with this Redevelopment Agreement.

WITNESSETH:

WHEREAS, the Act provides a process for redevelopment entities to participate in the redevelopment and improvement of areas designated as in need of redevelopment; and

WHEREAS, in order to stimulate redevelopment for the Township of Pemberton, the Township has formally designated the Project Site as an "area in need of redevelopment" in accordance with the Act; and

WHEREAS, the Township believes, according to Redeveloper's proposal and representations, that Redeveloper is able and willing to implement a Project that will positively affect the surrounding community and further the best interests of the Township and its citizens, and the Township desires to designate Redeveloper as its Redeveloper; and

WHEREAS, on September 1, 2021, the Township adopted Resolution No. 244-2021 designating K. Hovnanian at Rancocas Creek, LLC as Redeveloper for the Project, and authorized the Parties to execute a Redevelopment Agreement which would allow K. Hovnanian at Rancocas Creek, LLC to be Redeveloper for the Property; and

WHEREAS, the Township desires, in accordance with the Township's Redevelopment Plan, as may be amended from time to time in consultation with Redeveloper, and, in accordance with zoning set forth in said Plan and pursuant to law, that Redeveloper implement redevelopment of the Property, which Redeveloper currently owns and/or shall acquire, upon the terms set forth herein; and

WHEREAS, Redeveloper has demonstrated to the Township an ability to generally implement the type of redevelopment that the Township desires; and

WHEREAS, the Parties desire and mutually agree to enter and execute this Redevelopment Agreement, in order to more fully set forth the terms and conditions pursuant to which the Property shall be acquired and redeveloped, in accordance with redevelopment laws; and

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WHEREAS, the Parties are authorized to enter into this Redevelopment Agreement.

NOW, THEREFORE, in consideration of the promises and mutual representations, covenants and agreements herein set forth, the Parties hereto, binding themselves, as well as their successors and assigns, do hereby mutually promise, covenant and agree to effectuate the transfer and redevelopment of the Property, as set forth below, pursuant to all laws and approvals.

DEFINITIONS AND INTERPRETATION:

Except as expressly provided herein to the contrary, all capitalized terms used in this Redevelopment Agreement and its Exhibits shall have the following meanings.

“Abandon” or “Abandonment” shall mean the failure of the Redeveloper to process Redevelopment Approval applications, including submission of information required to satisfy any conditions of development approvals, or to proceed with Construction for a period of sixty (60) consecutive days.

“Applicable Laws” mean all Federal, State and Local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to the Redevelopment Law, the MLUL, the New Jersey Administrative Code, relevant construction codes, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable Environmental Laws and Federal and State labor standards.

“Certificate of No Default” is as defined in Paragraph 7f hereof.

“Certificate of Completion” means a certificate or certificates in recordable form, issued by and executed on behalf of the Township, certifying that the Redeveloper has performed its duties and obligations under this Redevelopment Agreement with respect to the Project.

“Certificate of Occupancy” means a permanent “Certificate of Occupancy”, as the term is used within the New Jersey Administrative Code, N.J.A.C. 5:23-1.4 and N.J.A.C. 5:23-2 et seq., issued with respect to all or a portion of the Project, upon completion of all or a portion of the Project in compliance with all applicable requirements for issuance of such certificate.

“Commence Construction,” “Commencement of Construction,” or “Construction” means the undertaking by Redeveloper of any actual physical construction or Project, site preparation, environmental remediation, demolition as directed by the Township, construction of new structures, and installation or improvement of infrastructure.

“Effective Date of this Redevelopment Agreement” or “Effective Date” means the last date on which the Parties execute this Redevelopment Agreement.

“Environmental Laws” are any and all Federal, State, Regional, and Local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial and administrative orders, decrees, directives and judgments relating to contamination, damage to or protection of the environment,

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act as amended by Superfund Amendments and Reauthorization Act (“CERCLA”) (42 U.S.C. § 9601 *et seq.*); the Resource Conservation and Recovery Act of 1976 (“RCRA”) (42 U.S.C. § 6901 *et seq.*); the Clean Water Act (33 U.S.C. § 1251 *et seq.*); the Toxic Substances Control Act (15 U.S.C. §2601, *et seq.*); the Federal Pollution Control Act (33 U.S.C. §1251 *et seq.*); the New Jersey Spill Compensation and Control Act (the “Spill Act”) (N.J.S.A. 58:10-23.11 *et seq.*); the Industrial Site Recovery Act, as amended (“ISRA”) (N.J.S.A. 13:1K-6 *et seq.*); the New Jersey Underground Storage of Hazardous Substance Act (N.J.S.A. 58:10A-21 *et seq.*); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 *et seq.*); the New Jersey Brownfield and Contaminated Site Remediation Act (N.J.S.A. 58:10B-1 *et seq.*); the New Jersey Site Remediation Reform Act (N.J.S.A. 58:10C-1 *et seq.*); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 *et seq.*); and the rules, regulations and guidance promulgated thereunder.

“Event of Default” is as defined in Paragraph 10 hereof.

“Governmental Approvals” means all necessary reviews, consents, permits or other approvals of any kind legally required by any Governmental Body in order to implement the Project including but not limited to the Redevelopment Approvals as that term is defined in this Redevelopment Agreement.

“Governmental Body” means any Federal State, County or Local Township, department, commission, authority, court, or tribunal, and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the Township of Pemberton, the County of Burlington, the State of New Jersey, and the United States Federal Government.

“Hazardous Substance” or “Hazardous Materials” means any hazardous wastes or hazardous substances defined in any Environmental Laws, including, without limitation any asbestos, PCB, noxious or radioactive substance, methane, volatile hydrocarbons, industrial solvents or any other material or substance which would cause or constitute a health, safety or other environmental hazard to any person or property.

“Legal Requirements” means all laws, statutes, codes, ordinances, resolutions, binding conditions, orders, regulations and requirements, as amended from time to time, including all Environmental Laws and regulations of federal, state, county and municipal governments.

“MLUL” means the State statute codified at N.J.S.A. 40:55D-1 *et seq.*

“NJDEP” means the New Jersey Department of Environmental Protection and any successors in interest.

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

“Paragraph” means the numbered paragraphs in this Agreement and all subparagraphs thereof identified by lower case letters, numbers within parentheses, and lower-case letters within parentheses.

“Parties” means the Township of Pemberton, as Redevelopment Entity, and K. Hovnanian at Rancocas Creek, LLC, as Redeveloper, pursuant to this Redevelopment Agreement, collectively.

“Party” means the Township of Pemberton, as Redevelopment Entity, or K. Hovnanian at Rancocas Creek, LLC, as Redeveloper, pursuant to this Redevelopment Agreement, individually.

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or governmental body, or any other entity.

“Planning Board” means the Township of Pemberton Planning Board which exercises all of the powers of a planning board pursuant to the MLUL.

“Project” includes the construction of the Project identified in the Concept Plan (Exhibit C), as may be amended from time to time, fully funded by Redeveloper, including any subdivision and redevelopment of the Property in accordance with an approved site plan and adopted Redevelopment Plan, as amended from time to time, the posting of all required performance bonds, providing all required guarantees and insurance coverage, diligently seeking all permits and approvals, and construction of the Project pursuant to all laws, along with site preparation. The Project shall consist of a for-sale residential development comprised of up to 354 homes (including forty (40) for-sale affordable homes to be provided in accordance with Part II, Paragraph 5(i)), which will be deed restricted as an age-restricted development in accordance with the Housing for Older Persons Act of 1995, 42 U.S.C. § 3601, along with the associated amenities, structures and land.

“Project Site” or “Property” means that certain site comprising the parcel(s) located within the Township of Pemberton described in Exhibit A attached hereto.

“Redeveloper” means K. Hovnanian at Rancocas Creek, LLC.

“Redeveloper Covenants” are those defined at Paragraph 5 hereof.

“Redevelopment Agreement” or “Agreement” means this Redevelopment Agreement by and between the Township and Redeveloper, all Exhibits to such Agreement, and any written Amendments executed by the Parties.

“Redevelopment Approvals” means: (i) any preliminary and final major subdivision approval subdividing any portion of the Property into Lots required to implement the Project under the Township’s Redevelopment Plan, as amended from time to time by the Township, based reasonably upon Redevelopers proposed Concept Plan or agreed amended Concept Plan, and in accordance with approvals by all appropriate Governmental Bodies; (ii) preliminary and final

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major site plan approval for the Project issued by the Planning Board; (iii) Burlington County Planning Board approval of the Project components where required; (iv) written agreements with the Township, governmental agency or utility company providing water service in Township for the construction, installation and operation of a potable water distribution system serving Project components with an adequate supply of potable water; (v) a written agreement with the Township, governmental agency or utility company providing sewage treatment service in the Township for extension of the existing sanitary sewer system to serve Project components; (vi) “will serve” letters in form and substance acceptable to Redeveloper from the providers of electric, natural gas, telephone and cable television to furnish such utilities to Project components; (vii) soil conservation review approvals and permits for Project components; (viii) sewer extension and treatment works approval permits as required for the construction and operation of sanitary sewer lines for the Project components; (ix) curb cut and access permits and approvals and traffic signal approvals required to be issued by the County of Burlington and the Township or any subdivision or Township thereof for Project components; (x) Remediation Permits from the NJDEP (if any are necessary to construct the Project); (xi) any other approval, license, permit, consent or waiver required to be granted or issued by any federal, state, county or municipal Township, or any department, board, authority, Township official or officer thereof having jurisdiction as a prerequisite to securing building permits for all Project (on or off-site) to be constructed in connection with the Project; and, (xii) valid building permits from all governmental authorities having jurisdiction permitting the construction of the subject Project components and all on and off-site Project required to be constructed in connection therewith, and (xiii) State approval for any redevelopment on the Property by Redeveloper, where required. Subject to market conditions, it shall be the Redeveloper’s obligation to diligently seek all Redevelopment Approvals/Governmental Approvals, at Redeveloper’s sole expense.

“Redevelopment Entity” means the Township of Pemberton, Burlington County, New Jersey pursuant to the authority contained in the Act at N.J.S.A. 40A:12A-4.

“Redevelopment Law” means the State statute codified at N.J.S.A. 40A:12A-1 et seq.

“Redevelopment Plan” is the Township’s adopted Redevelopment Plan, as amended from time to time, that includes the Project covered hereunder, reasonably based upon Redeveloper’s proposed Concept Plan, as revised and approved in writing by the Township. The current Redevelopment Plan is attached as Exhibit B.

“State” means the State of New Jersey.

“Township” means the Township of Pemberton, Burlington County, New Jersey.

“Township Covenants” are those set forth at Paragraph 6 hereof.

“Uncontrollable Circumstance” means the events or conditions set forth below, or any combination thereof, for which reasonable evidence is provided, that has (have) had or may reasonably be expected to have a material adverse effect on the rights or obligations of the Parties to this Agreement, provided however, that such act, event or condition shall be beyond the

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reasonable control of the Party relying thereon as justification for not performing any obligation or complying with any condition required of such Party under the terms of this Agreement:

- a. An act of God, such as severe natural conditions such as landslide, lightning strike, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, nuclear catastrophe, an act of a public enemy, war, blockade, insurrection, riot, general unrest or general restraint of government and people.
- b. Action or inaction by any Governmental Body which precludes or delays the Party relying thereon from performing its obligations under this Agreement, including, without limitation any moratorium or delay in the ability to obtain the Utilities necessary to service the Project, provided however, that (i) such action or failure to act shall not be the result of the willful, intentional or grossly negligent action or inaction of the Party relying thereon and/or (ii) such action, inaction, issuance, denial or suspension shall not be the result of the illegal or unlawful actions of the Party relying thereon, shall not constitute an Uncontrollable Circumstance under this paragraph (b).
- c. The suspension, termination, interruption, denial, failure of or delay in the renewal or issuance of any Governmental Approval, including those resulting from a delay in inspections or issuance of permits or approvals; provided, however, that such suspension, termination, interruption, denial or failure of or delay in renewal or issuance shall not be the result of the willful, intentional or negligent action or inaction of the Party relying thereon and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest (up to thirty (30) days following such suspension, termination, interruption or failure of renewal or issuance) shall constitute or be construed as a willful, intentional or negligent action or inaction by such Party.
- d. The damage or destruction of the Project Improvements or any portion thereof or of the Property, unless a result of the willful, intentional or grossly negligent action or inaction of Redeveloper or its contractors.
- e. Delay caused by or arising out of legal action or lawsuits filed in challenge of the issuance, grant or denial of any Governmental Approval, including, but not limited to, local Planning Board approval of Redeveloper's application for land use approvals.
- f. Delay caused by or arising out of the inability of any contractor or materials supplier to make timely delivery of materials.
- g. Delay caused by or arising due to strike, labor unrest, national emergency or generally recognized materials shortage, or other delays in the industry.
- h. Significant change of market conditions which establish that the Project or any Phase thereof will not be reasonably viable from an economic standpoint, provided,

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however, that a claim by Redeveloper of the existence of such condition as an Uncontrollable Circumstance shall not be permitted to exceed a period of five (5) years.

- i. Holdover by a farming tenant of Property, which farming tenant shall be a tenant of the Property as of the Effective Date, subsequent to reasonable termination notice by the landlord.
- j. The occurrence of any new environmental contamination or defect requiring remediation in accordance with Applicable Law in order to develop the Project, provided such new environmental defect was not caused or created by the gross negligence or willful misconduct of Redeveloper.
- k. A change in any Applicable Law, which establishes requirements affecting performance by the Party relying thereon as a justification for its failure to perform any obligation under this Redevelopment Agreement which are materially more burdensome than and adversely inconsistent with the requirements which are applicable to the performance of such obligations as of the Effective Date; provided, however, that actions or inactions of the Township shall not constitute a change in law giving rise to a suspension of any performance or other obligation of the Township under this Redevelopment Agreement. Nothing herein shall preclude Redeveloper from challenging any change in Applicable Law by the Township or any action or inaction which materially, adversely affects the Project as proposed by Redeveloper.

The Parties acknowledge that the acts, events or conditions set forth in paragraphs (a) through (k) of this definition are intended to be the only acts, events or conditions which may (upon satisfaction of the criteria set forth above) constitute an Uncontrollable Circumstance.

“Zoning Ordinance” means the Township’s zoning ordinance and all related municipal land use regulations enacted pursuant to the MLUL and the Redevelopment Law.

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PART I

REPRESENTATIONS AND WARRANTIES OF PARTIES

1. Representations and Warranties by Redeveloper. Redeveloper hereby represents and warrants the following to the Township for the purpose of inducing the Township to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date, and which shall survive this Agreement:

- a. Redeveloper is a corporation of the State of New Jersey. Redeveloper is in good standing under the laws of this State, having all requisite power and authority to carry on its business, and to enter into and perform all of its obligations under this Redevelopment Agreement. Redeveloper shall provide a Certificate of Good Standing to the Township within thirty (30) days of the execution of this Agreement.
- b. Redeveloper has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which Redeveloper is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and subject to securing Governmental Approvals, to perform all of Redeveloper's obligations hereunder.
- c. This Redevelopment Agreement is duly executed by Redeveloper and is valid and legally binding upon Redeveloper and enforceable in accordance with its terms. The execution and delivery hereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which Redeveloper is a party.
- d. No receiver, liquidator, custodian or trustee of Redeveloper has been appointed, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper has been filed, as of the Effective Date.
- e. No adjudication of bankruptcy or liquidation of Redeveloper, or any of its members, has been entered, nor has a voluntary, or involuntary, bankruptcy petition been filed by or against Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute applicable to the Redeveloper.
- f. No indictment has been returned against any partner, member or officer of Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Redevelopment Agreement or otherwise.
- g. There is no pending or, to the best of the Redeveloper's knowledge, threatened litigation that would prevent Redeveloper from performing its duties and obligations hereunder.
- h. There is no action, proceeding or investigation now pending or threatened, which:
(i) questions the authority of the Redeveloper to enter into this Redevelopment

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Agreement or any action taken or to be taken by the Redeveloper pursuant to this Redevelopment Agreement; (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition of Redeveloper which could materially and substantially impair Redeveloper's ability to perform all obligations pursuant to the terms of this Redevelopment Agreement; or (iii) prevents Redeveloper from complying with this Redevelopment Agreement or any related agreement.

- i. To the best of Redeveloper's knowledge and belief, all materials and documentation submitted by the Redeveloper to the Township were, at the time of such submission, are as of the Effective Date, materially accurate, and the Redeveloper shall continue to inform the Township of any material and/or adverse changes in the documentation submitted. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement.
- j. The Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project as set forth herein.
- k. The cost and financing of the Project is the responsibility of the Redeveloper. The Township shall not be responsible for any cost whatsoever in respect to same as set forth herein.
- l. The ownership structure of the Redeveloper is set forth in the certificate attached to this Redevelopment Agreement as "Exhibit D", and sets forth, among other things, the name(s) and address(es) of all entities owning at least a 10% interest in Redeveloper, and, as to each such entity, all entities owning at least a 10% interest therein, such disclosure being intended to be the same disclosure that applicants are required to make in connection with applications for land use approvals pursuant to the MLUL at N.J.S.A. 40:55D-48.2. The Redeveloper shall, at such times as the Township may request, furnish the Township with a statement setting forth all of the ownership interests of the Redeveloper, or other owners of equity interests of the Redeveloper, and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Redeveloper, their names and the extent of such interest.

2. Representations and Warranties by the Township. The Township hereby represents and warrants the following to Redeveloper for the purpose of inducing Redeveloper to enter into this Redevelopment Agreement, and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date, and which shall survive this Agreement:

- a. The Township duly adopted Ordinance 30-2021 on September 1, 2021, adopting a Redevelopment Plan in accordance with law, as set forth above in the Preliminary Statement.

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- b. The Township is a duly organized municipal corporation existing under the laws of the State of New Jersey and has the legal power, right and authority to act as a redevelopment entity for the Project and to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder, and has duly executed this Redevelopment Agreement.
 - c. All requisite action has been taken by the Township and all requisite consents have been obtained in connection with entering into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a Party, and the consummation of the transactions contemplated hereby, and to the best of the Township's knowledge and belief are authorized by all Applicable Laws.
 - d. To the best knowledge of the Township there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Township entering into or performing its obligations under this Redevelopment Agreement.
 - e. This Redevelopment Agreement has been duly authorized, executed and delivered by the Township, and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of laws presently in effect.
 - f. The Township represents that to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Redevelopment Plan or this Redevelopment Agreement or any action or act taken or to be taken by the Township pursuant to the Redevelopment Plan or Redevelopment Agreement.
 - g. The Township will consider amendments or revisions to the Concept Plan proposed by the Redeveloper as required to ensure compliance with the Redevelopment Plan provided that such amendments or revisions comply with the Redevelopment Plan.
3. Mutual Representations. The Parties make the following mutual representations:
- a. The Township and Redeveloper agree that the Project will be governed by the adopted Redevelopment Plan, as may be amended from time to time, the requirements of the Act, any provisions of the Township Zoning Ordinance that are not inconsistent with the zoning provisions of the Redevelopment Plan, and this Redevelopment Agreement.
 - b. If requested in writing by Redeveloper, the Township agrees that it will endorse and cooperate on certain applications for Governmental Approvals concerning the Property, where appropriate. Redeveloper shall pay all fees and costs required to apply for any such Governmental Approvals.
 - c. In the event that any contractual provisions required by the Legal Requirements have been omitted, the Township and Redeveloper agree that this Redevelopment

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Agreement shall be deemed to incorporate all such clauses by reference, and that such requirements shall become a part of this Redevelopment Agreement. If such incorporation occurs and results in a material change in the obligations or benefits of one of the Parties, the Township and Redeveloper hereby agree to act in good faith to mitigate such changes in position.

PART II

THE PROJECT

1. **Project Description.** Subject to market conditions, Redeveloper shall redevelop the Project Site by the construction of up to 354 for sale age restricted homes on approximately 153 acres on property located along North Pemberton Road (County Route 630) and Pemberton Arneys Mount Road (County Route 668), and also known as Block 786.01, Lots 13 and 22, and Block 787, Lot 1 on the Township of Pemberton Tax Map, all of which shall be generally consistent with the development proposed on the Concept Plan attached hereto as Exhibit C.
2. **Redevelopment.** The Redeveloper shall redevelop the Property as set forth herein.
 - a. **Redevelopment Plan.** The Township adopted a Redevelopment Plan by Ordinance. The Project shall be developed in accordance with the Redevelopment Plan, as amended, and the Concept Plan provided by the Redeveloper and attached hereto as Exhibit C. The Redeveloper may request that the Township further amend the Redevelopment Plan as appropriate and necessary to construct the Project, the consent to such amendment which shall not be unreasonably withheld, conditioned or delayed by the Township.
 - b. **Redevelopment Approvals.** Redeveloper shall obtain all Redevelopment Approvals necessary for the development of the Project at its sole cost and expense, including, but not limited to, all engineering fees, attorney fees and other professional fees, all application and escrow fees, all connection fees, and any other costs related to the design, approval and construction of the Project. The Redeveloper will cause to be prepared and submitted such applications as may be necessary and appropriate for the purpose of obtaining any and all Redevelopment Approvals for the undertaking of the Project, including, without limitation: final subdivisions approvals; final site plan approvals; building permits for the Project; environmental approvals; and any and all other necessary permits, licenses, consents and approval. All of the Redevelopment Applications shall be in general conformity with the Concept Plan, the Redevelopment Plan, as amended, and this Agreement and any and all federal, state, county, and municipal statutes, laws, ordinances, rules and regulations applicable thereto. Nothing contained herein shall be construed to limit the Redeveloper's rights under the MLUL, including the right to apply for any bulk variances or design waivers deemed necessary or appropriate. All performance guarantees imposed upon the Project by any State, County or Township agency for the Project shall be posted by Redeveloper. It is anticipated that Redeveloper will be required to obtain site plan and/or subdivision approvals from the Planning Board, the Burlington County Planning Board, Pemberton Township Water and

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Sewer Departments, Burlington County Soil Conservation District and NJDEP for environmental approvals as needed. Notwithstanding anything to the contrary herein contained, Redeveloper shall be permitted to Commence Construction prior to receipt of all final county, state, federal and other approvals required for the contemplated work, at the Redevelopers sole and exclusive risk, subject to the posting of the required Safety and Stabilization Performance Guarantee required by the MLUL.

- c. Time for Redevelopment Approvals. Redeveloper shall use reasonable commercial efforts to expeditiously secure, or cause to be secured, any and all Governmental Approvals, and shall carry out the Project in conformance therewith. Redeveloper shall be required to provide the Township with a copy of all applications to, and permits for approval received, together with copies of significant substantive correspondence to or from, any Governmental Body.
 - d. Phasing. Redeveloper is permitted to phase the Project into up to eight (8) phases. For each phase, Redeveloper shall be required to apply for any and all Governmental Approvals required for the development of such phase. Further, subject to market conditions, Redeveloper shall be required to apply for and obtain all required Building Permits, and apply for and obtain Certificates of Occupancy for the dwelling units within each phase. Notwithstanding the foregoing, Redeveloper shall comply with the affordable housing phasing requirements set forth in N.J.A.C. 5:93-5.6(d).
 - e. As part of the Redevelopment Approvals for the Project, Redeveloper shall be permitted to obtain approval to subdivide a parcel of land the size and location of which is at Redeveloper's sole discretion ("Neighbor Lot"), which Neighbor Lot may be conveyed by Redeveloper to the adjacent property owner, provided that such approval shall be condition upon the Neighbor Lot being consolidated with the lot owned by the adjacent property owner.
 - f. Additionally and as part of the Redevelopment Approvals for the Project, Redeveloper shall obtain approval for and grant to the Township a 70 foot permanent easement for the existing water well and a future 20 foot by 20 foot well house to be located therein, along with a 15 foot wide access roadway from the Project's southwest cul-de-sac to the permanent easement. The Township shall apply for and obtain approvals for the future well house and any improvements to the permanent easement, at its sole cost and expense.
3. Environmental Matters. The following environmental provisions shall apply to the redevelopment of the Property.
- a. Environmental Compliance. The Redeveloper shall use diligent efforts to obtain all Governmental Approvals required for any required Remediation of the Property at Redeveloper's sole expense, shall conduct any required environmental investigation and Remediation, and shall take any other steps required to achieve full compliance with ISRA and all other Environmental Laws and to cause

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Redeveloper's Licenses Site Remediation Professional ("LSRP") to issue any required the Response Action Outcome ("RAO") Letter.

- b. Environmental Reports. Redeveloper will provide the Township with copies of all environmental reports that: (i) are submitted to NJDEP in connection with any Remediation of the Property, or (ii) are reasonably requested by the Township.

4. Declaration of Covenants and Restrictions. The Redeveloper shall record a Declaration of Covenants and Restrictions ("Declaration"), imposing upon the Project Site the agreements, covenants and restrictions, pursuant to the Redevelopment Law at N.J.S.A. 40A:12A-9, including the following Redeveloper Covenants to be observed by the Redeveloper, its successors and assigns and which shall run with the land until the termination of this Redevelopment Agreement or the issuance of the final Certificate of Occupancy for the entire Project. The Redeveloper will deliver to the Township the recorded Declaration as soon as it is available.

- a. Declaration. The following Covenants and Restrictions shall be set forth in the Declaration.

- (1) Subject to reasonable market conditions, Redeveloper shall construct or cause to be constructed or renovated only those buildings and uses that are consistent with the Redevelopment Plan, as amended and adopted by the Township from time to time, and this Redevelopment Agreement, and in accordance with all Governmental Approvals.
- (2) The Redeveloper shall begin the building of the improvements for those uses within the time set forth herein, which the parties have determined is reasonable.
- (3) Except as set forth in Subparagraph 8 of this Part II below, any other transfer or other transaction in violation of this Redevelopment Agreement by Redeveloper shall be an Event of Default of Redeveloper and shall be subject to the remedies set forth at Paragraph 10 of this Agreement. In the absence of specific written consent by the Township, no such transfer of the Project Site or portion thereof, or transfer of a controlling interest in Redeveloper, shall be deemed to relieve Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Paragraph and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Paragraph, the Township shall be entitled to the issuance of an injunction voiding or restraining such transfer, and the award of legal fees and related expenses of the Township in connection with any such legal action. Except as set forth hereunder, the Township agrees to record a Discharge of the Declaration upon issuance of the final Certificate of Occupancy for Redeveloper's Project covered by this Agreement, at Redeveloper's expense.

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- (4) Upon completion of the required improvements, the conditions determined to exist at the time the area was determined to be in need of redevelopment shall be deemed to no longer exist.
 - (5) Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, age, national origin, ancestry, physical handicap, marital status, affectional preference or gender, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Redeveloper itself, or any affiliate claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees, or vendees at the Property or any property.
 - (6) In the sale, lease or occupancy of the Project, the Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site and/or the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender or marital status, and the Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or marital status.
 - (7) The Declaration shall run in favor of the Township until completion of all improvements required under this Agreement and a determination by the Township that the Property is no longer in need of redevelopment.
- b. Effect of Declaration of Covenants and Restrictions. It is intended and agreed by the Parties that the Declaration of Covenants and Restrictions set forth in this Paragraph 4, and elsewhere in this Redevelopment Agreement designated for inclusion in the Declaration, shall be covenants running with the land, and that they shall be binding, to the fullest extent permitted by law and equity, for the benefit of and in favor of the Township, and shall be enforceable by the Township, its successors and assigns, and any successor in interest to the Property, against Redeveloper, its successors and assigns and every successor in interest therein.
 - c. Enforcement of Declaration of Covenants by the Township. It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township remains or is an owner of any land or interest therein. The Township shall have the right, in the event of any material breach of

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any such agreement or covenant by Redeveloper, to exercise all rights at law and equity provided for by the Courts of the State of New Jersey.

- d. Termination of Declaration and Redevelopment Agreement. This Redevelopment Agreement and the Declaration of Covenants and Restrictions set forth herein shall remain in effect as to the Project until either the termination of this Redevelopment Agreement in accordance with its terms, or the issuance of the final Certificate of Occupancy for the entire Project, whichever shall occur first. Upon redevelopment of the Property and completion of the entire Project as determined by the Township and by the issuance of the final Certificate of Occupancy for the Project, this Agreement shall terminate, and the conditions that were found and determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, and the conditions and requirements of the Redevelopment Law shall be deemed to have been satisfied at that Property. Simultaneously with the issuance of such final Certificate of Occupancy, the Township shall deliver to Redeveloper a Discharge of Declaration in recordable form. Except as expressly provided herein, all representations and obligations of the Parties hereto shall terminate as of the date of the delivery of such final Certificates of Occupancy with respect to the Property. In the event of a conveyance of any part of the Property by Redeveloper after the issuance of a Certificate of Occupancy for such parcel, the Township shall issue a Discharge of Declaration for that part of the Property only.

5. Redeveloper Covenants: The Redeveloper covenants and agrees that:
 - a. Project Implementation: Redeveloper shall use commercially reasonable efforts to implement the Project, in accordance with the provisions of this Redevelopment Agreement, the Legal Requirements, all Governmental Approvals and all Environmental Laws.
 - b. Financing, Approvals: Redeveloper shall undertake with reasonable due diligence: (i) to pursue and obtain the necessary financing for acquisition and redevelopment; (ii) redevelopment of the Project upon securing Governmental Approvals; and (iii) perform each item on or prior to the date set forth in the Project Milestones/Timeline attached hereto as “Exhibit E” (for those items for which commencement dates only may be given, such items shall be completed in a commercially reasonable period).
 - c. Commencement of Construction: Subject to market conditions, Redeveloper shall Commence Construction of the Project in accordance with the Project Milestones/Timeline attached hereto as Exhibit E.
 - d. Certificates of Occupancy: During redevelopment and construction, and upon completion of any building in the Project, Redeveloper shall use diligent efforts to obtain Certificates of Occupancy for completed buildings.

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- e. Change in Redeveloper Status: Redeveloper shall notify the Township of any change from the information previously provided to the Township regarding Redeveloper’s financial capability to acquire the Property if such change will affect the Redeveloper’s ability to redevelop, finance and construct the Project.
- f. Speculation Prohibited: The undertakings pursuant to the Redevelopment Agreement are for the purpose of redevelopment, and not for speculation in land holding.
- g. Expenses: Redeveloper shall acquire the Property, obtain all Redevelopment Approvals and Governmental Approvals, perform any environmental investigation and remediation, and construct the Project at its sole cost and expense as set forth herein.
- h. Surety: Redeveloper shall provide performance and maintenance guarantees or other surety required by the MLUL or any other relevant law. Redeveloper shall provide all inspection escrows as required by the MLUL or any other relevant law.
- i. Affordable Housing: Redeveloper shall, at its sole cost and expense, satisfy any low- and moderate-income housing obligation imposed on the Redeveloper by law, including the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., and any regulations that have been, or may be, adopted by the State of New Jersey pursuant thereto, any regulations of the Council on Affordable Housing (“COAH”), or its successor, that may be applicable by constructing forty (40) for-sale affordable homes (“Affordable Homes”) on the Project Site. Upon the construction of the Affordable Homes, Redeveloper shall be able to obtain continuous and uninterrupted building permits and certificates for the Project at all times, without any further affordable housing obligation under the Applicable Laws.

Redeveloper agrees that the Affordable Homes shall comply with the applicable requirements set forth in the Uniform Housing Affordability Controls (“UHAC”) and COAH regulations, including but not limited to income qualification, low/moderate income split, affirmative marketing and handicap accessibility. The Parties further agree that the Affordable Homes shall be subject to a deed restriction on income limits for a period of not less than thirty (30) years. Redeveloper shall also specifically comply with the affordable housing phasing schedule set forth in N.J.A.C. 5:93-5.6(d), which by way of example only for the maximum number of dwelling units (354 homes), requires the following phasing schedule:

MARKET RATE C/OS – 314 TOTAL		AFFORDABLE C/OS – 40 TOTAL	
% of Market Rate Housing Units Completed	# of Market Rate Housing Units Completed	Minimum % of Affordable Units Completed	Minimum # of Affordable Units Completed
25%	78	0	0
25% + 1	79	10%	4

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50%	157	50%	20
75%	235	75%	30
90%	282	100%	40

Notwithstanding the foregoing, the following shall apply to the 13% very low-income requirement due to the uncertainty of a very low-income household securing a mortgage to purchase an Affordable Home. The Affordable Homes shall be priced so that 13% of these units are affordable to very low-income household as required by Applicable Laws. Redeveloper shall use good faith efforts, consistent with UHAC regulations and applicable affirmative marketing requirements, through a period of ninety (90) days following the issuance of a certificate of occupancy for each unit designated for a very low-income household, to find very low-income households to purchase these units. For any units for which Redeveloper is unable to find such households qualified under UHAC regulations and Applicable Laws, the units shall be sold at a price affordable to a very low-income household to a low-income household, provided written notice is provided to the Township Affordable Housing Liaison and Administrative Agent, and further provided the deed restrictions shall require upon resale that any such units shall be marketed to and priced at levels affordable to very low-income households, subject to the same ninety (90) day period provided in this paragraph.

- j. Indemnification: Redeveloper covenants and agrees, at its sole expense, to pay and to indemnify, protect, defend and hold the Township and its employees, officers and agents harmless from and against all claims resulting from or in any way connected with the planning, design, construction, or installation of the Project on the Project Site, including but not limited to, the death of any person or any accident, injury, loss, and damage whatsoever caused to any person or to the property of any person that shall occur on the Project Site and that, with respect to any of the foregoing, are directly related to or resulting from any negligence or willful misconduct of Redeveloper, its agents, servants, employees, or contractors.

6. Township Covenants. The Township covenants and agrees as follows:

- a. Assistance and Cooperation: The Township agrees to reasonably and lawfully assist Redeveloper in the implementation of the Project. The Township agrees that it will use its best efforts to provide non-privileged and non-confidential information in its possession to Redeveloper when such information is needed by the Redeveloper to obtain necessary Approvals, including, but not limited to executing applications for permits necessary for the redevelopment of the Project. To the extent permitted under Applicable Laws, the Township agrees to reasonably support any applications of Redeveloper that are made in accordance with this Agreement. Additionally, in order to permit the intended inclusionary development of the Project Site with the contemplated affordable housing, the Township agrees to abide by the Applicable Laws against cost generative measures as generally set forth at N.J.A.C. 5:93-10.1(b). In this regard, Redeveloper shall be permitted to apply to the Planning Board for Preliminary and Final Site Plan and/or Subdivision

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approval. In addition to the foregoing, the Township specifically agrees that the Project shall be exempt from the following provisions of the Township regulations:

- (1) Tree Management Plan requirements set forth in Ordinance 190-74 et seq. and fees, if any, associated therewith. Redeveloper shall be required to meet the buffering and landscaping requirements set forth in the Redevelopment Plan.
 - (2) Recreation Facilities requirements set forth in Ordinance 190-50.5. The recreation proposed on the Concept Plan at Exhibit C, is deemed to meet or exceed the provisions and the intent of the Ordinance, and is appropriate for the proposed age-restricted community.
- b. Scheduling: The Township agrees to schedule reasonably expedited Township and Planning Board meetings for action on applications of Redeveloper for the Project upon timely written notice from Redeveloper to the Township or Planning Board.
- c. Non-Interference: The Township shall not take any action intended to delay or prevent Redeveloper from implementing the Project in accordance with the Redevelopment Plan, the Redevelopment Law, and this Redevelopment Agreement.

7. Implementation of the Project. Subject to market conditions, the Redeveloper shall construct the Project described in this Agreement as follows:

- a. Approvals. Redeveloper shall obtain all Redevelopment Approvals and shall obtain all required building permits for the Project which shall not be unreasonably delayed, conditioned or withheld by the Township.
- b. Time for Completion of Project. The construction of the Project for the Property shall be substantially completed within the time set forth in the Project Milestones/Timeline attached as Exhibit E. The Redeveloper and Township may, if they agree to do so, amend the Project Milestones/Timeline. For purposes of this Redevelopment Agreement, a Certificate of Completion shall evidence and constitute substantial completion.
- c. Inspection. Redeveloper shall permit authorized representatives of the Township to inspect and audit all data and records of the Redeveloper relating to its performance under this Agreement upon at least ten (10) days written notice to Redeveloper.
- d. Utility Providers.
 - (1) Water. The Parties acknowledge that the Township has applied for and is obtaining funding from the United States Department of Agriculture (“USDA”) with the intent to apply for and obtain approvals for the extension of its water infrastructure (“Township Water Extension Infrastructure”) to the Project Site and the north end of the Township. Until the Township Water Extension Infrastructure is approved and constructed,

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the Township shall provide water to the Project Site, in sufficient amounts and pressure to address fire suppression requirements, pursuant to a water service agreement (“Water Agreement”) by and between the Township and Borough of Pemberton. Subject to the County of Burlington approving and/or issuing the appropriate road opening permits, not later than ninety (90) days after Redeveloper obtains Preliminary and Final Site Plan and Subdivision Approval for the Project (a) the Township shall increase the size of the existing water pipe along and within Pemberton Arneys Mount Road adjacent to the Project Site; and (b) in order to make the required water loop for the Project, the Parties agree to share in the costs for the extension of the water main from the emergency access location on Pemberton Arneys Mount Road for approximately 2000 feet to the front entrance to the Project on North Pemberton Road (“Project Water Main Extension”) as follows: (i) Redeveloper shall, at its own cost and expense up to but not to exceed the amount of \$210,000.00, purchase the materials for the Project Water Main Extension (8” DIP Cl. 52 water main extension -Frontage, 8” MJ Gate Valve w/ Box, 8” x 8” Tees, 8” Bends and Fire Hydrant Assembly), and stockpile the materials on Site as required by the Township; and (ii) the Township shall, at its own cost and expense, obtain all approvals and permits for, and install the Project Water Main Extension. Redeveloper shall connect to the upgraded water pipe at the emergency access location to the Property from Pemberton Arneys Mount Road and to the Project Water Main Extension. Redeveloper shall pay the applicable water connection fees to the Township at the issuance of building permits for the market rate homes. Redeveloper shall pay one half of the amount of the applicable water connection fees for the affordable homes at the issuance of the building permits. In order to insure the availability of water to the Project during construction and after the completion of the Project, the Township shall be obligated to either (A) extend the Water Agreement with the Borough of Pemberton, or (B) complete the construction of the Township Water Extension Infrastructure, such that sufficient amounts and pressure to address fire suppression requirements are available to meet the water demand for the Project, and Redeveloper is able to obtain continuous and uninterrupted building permits and certificates of occupancy for the Project. Redeveloper shall not use public water for irrigation.

- (2) Sewer. Parties acknowledge that Redeveloper is currently in the process of applying for a Diversion Permit from NJDEP to allow for the direct connection to the Township sewer line, which is on the other side of the Rails to Trails, which is on the Township’s Recreation and Open Space Inventory list. Redeveloper shall continue to use commercially reasonable efforts to apply for and obtain the Diversion Permit from the NJDEP. If the Diversion Permit is obtained from NJDEP in form and substance acceptable to Redeveloper, Redeveloper shall pay the applicable sewer connection fees for the market rate homes to the Township at the issuance of building permits. Redeveloper shall pay one half of the amount of the applicable sewer connection fees for the affordable units at the issuance of the building

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permits. If Redeveloper is not able to obtain the Diversion Permit and a pump station is required to be constructed to service the Project, then Redeveloper shall construct the pump station at its sole cost and expense, and in such event, Redeveloper shall pay one half of the amount of the applicable sewer connection fees for all dwelling units at the issuance of the building permits.

- (3) Subject to and consistent with subparagraphs (1) and (2) above, Redeveloper is responsible for Redevelopment Approvals for all onsite utilities infrastructure, including water, sewer, electric, gas, storm drains, telephone and cable, and infrastructure completion shall be constructed as required to serve the Project, as directed by the Township. Redeveloper shall be solely responsible to enter into any required service agreements with those governmental and/or public utilities having jurisdiction to provide such utility services to the Project.
- e. Neighborhood Impacts. Redeveloper shall comply with all Township Ordinances and the construction conditions set forth in the Redevelopment Plan, if any, in order to reasonably minimize any potential negative effects that construction of the Project may produce upon Pemberton Township citizens or the neighborhood.
- f. Certificate of No Default. At either Party's request, the performing Party shall deliver to the requesting Party a Certificate to the effect that the performing Party is not aware of any condition, event or act that constitutes a violation of this Redevelopment Agreement or that would constitute an Event of Default hereunder, and, that no condition, event or act exists that, with notice or lapse of time, or both, would constitute such a violation, or Event of Default, or, if any such condition, event or act exists, the Certificate shall so state.
- g. Certificate of Occupancy. The Redeveloper shall comply with the building codes in effect at the time a Permit is issued, and the Township will not impose additional building standards beyond those required. Upon completion of any building in the Project, as determined by the Township, and upon a determination of compliance with the Redevelopment Plan, Governmental Approvals and Legal Requirements, the Township agrees to issue a Certificate of Occupancy for such building. The Township agrees to undertake all inspections in an expeditious manner.
- h. Certificate of Completion. The completion of the Project shall be evidenced by a certificate of the Township in recordable form ("Certificate of Completion") delivered no later than thirty (30) days following the Redeveloper's written request for same. The issuance of a Certificate of Completion for the Project shall state that the Redeveloper has performed its duties and obligations under this Redevelopment Agreement with respect to the Project. The Township shall not unreasonably withhold or delay the delivery of a Certificate of Completion. If the Township determines that the Redeveloper is not entitled to a Certificate of Completion, the Township shall provide the Redeveloper with a written statement of the reasons the Township refused or failed to furnish a Certificate of Completion. Upon the

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Completion of the Project (or any phase thereof) in accordance with the terms of the Redevelopment Agreement, the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist.

- i. Tolling Events. The Project Schedule is subject to day for day relief from all Project Milestones/Timeline requirements, except as stated in this Agreement, resulting from the occurrence of an Uncontrollable Event or the imposition of an injunction or other action beyond the control of the Redeveloper which prevents the Redeveloper from proceeding (each a “Tolling Event”). The Redeveloper shall notify the Township in writing of any proposed tolling of a Project schedule date necessitated by a Tolling Event.
- j. Execution of Documents. Redeveloper and the Township shall make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations, and, in general, do all things which may be requisite or proper for the acquisition, construction and redevelopment of the Project in accordance with all necessary Redevelopment Approvals, and other agreements as applicable, and shall perform all obligations thereunder, including being financially able to perform all obligations under the agreements in a commercially reasonable manner.
- k. Compliance with Redevelopment Agreement. Redeveloper shall use reasonable efforts to ensure that all consultants, professionals, employees, agents, contractors engaged by Redeveloper, and any of their subcontractors, shall possess the requisite character, skill and judgment necessary to implement the Project in compliance with the terms and conditions of this Redevelopment Agreement.
- l. Cooperation. The Parties shall work together, as appropriate, necessary and reasonable, to accomplish the Project, including entering into additional agreements that may be required, and seeking available grants/loans for the Project, provided however, that such actions shall not result in a material increase in the Parties’ respective obligations hereunder, or a material decrease in the Parties’ respective rights hereunder.
- m. Access to Property. Redeveloper hereby agrees to allow Township and its agents, officials and professionals reasonable access to all portions of the Property for the duration of the Redevelopment Agreement, upon seventy-two (72) hours advance notice to Redeveloper. Redeveloper, or its designated agent may accompany the Township representatives.

8. Prohibitions Against Assignment and Transfer. Except as otherwise stated herein, pursuant to the Redevelopment Law at N.J.S.A. 40A:12A-9a, the Redeveloper shall not sell, lease or otherwise transfer the Property or Project, or any part thereof, without the written consent of the Township during the term of this Agreement which consent shall not be unreasonably delayed, conditioned or withheld. The Redeveloper represents and agrees that its undertakings pursuant to

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the Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding.

- a. The Redeveloper represents and agrees for itself, and its successors and assigns, that except (i) by way of security for, and only for, the purposes of obtaining financing necessary to enable the Redeveloper or any successor-in-interest to the Property, or any part thereof, to perform its obligations with respect to the Project under this Agreement or (ii) any of the purposes set forth in Paragraph 8b of this Agreement, Redeveloper has not made or created, and that it will not, prior to the issuance of a Certificate of Completion, make or cause to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Township, the same of which will not be unreasonably delayed or withheld.
- b. The following transactions are not subject to the prohibition set forth in this Paragraph 8 and shall not require approval by the Township:
 - (1) Mortgages and other liens and encumbrances for the purposes of financing the costs associated or incurred in connection with the acquisition, financing, refinancing, development and construction of the Project or the conveyance of the Project to any such mortgagee or purchaser at foreclosure or otherwise; or
 - (2) Utility and other development easements; or
 - (3) Any assignment or transfer to a related entity of Redeveloper; or
 - (4) Any transfer to (and corresponding assumption by) a transferee (a “Sub-Redeveloper”) of the rights and obligations as Redeveloper hereunder applicable to any component of the Project, provided that no default by Redeveloper has occurred and is ongoing, and provided that any such proposed transferee:
 - (i) shall be a reputable a site contractor under contract with the Redeveloper to do the site work and improve the lots for the Project;
 - (ii) shall have the qualifications and financial responsibility, as reasonably determined by the Township, necessary and adequate to fulfill the obligations undertaken in this Agreement by Redeveloper; and
 - (iii) by instrument in writing reasonably satisfactory to the Township and in recordable form, shall, for itself and its successors and assigns, and expressly for the benefit of the Township, have expressly assumed the applicable obligations of Redeveloper under this Redevelopment Agreement and agree to be subject to the

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applicable conditions and restrictions to which Redeveloper is subject to under this Agreement.; or-

- (5) Any lease or sale of all or any portion of the improved Property for which a Certificate of Occupancy has been issued, with occupancy of the relevant portion of the Project to end users as permitted by the Amended Redevelopment Plan, Zoning Ordinance, and this Redevelopment Agreement; or
 - (6) Any contract, agreement or assignment with respect to any of the foregoing transactions (including, but not limited to, any assignment of the Redeveloper designation that may be required in connection with such a conveyance).
- c. Any transfer or other transaction in violation of this Redevelopment Agreement by Redeveloper shall be an Event of Default of Redeveloper and shall be subject to the remedies set forth at Paragraph 10 of this Agreement. In the absence of specific written consent by the Township, no such transfer of the Project Site or portion thereof, or transfer of a controlling interest in Redeveloper, shall be deemed to relieve Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Paragraph and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Paragraph, the Township shall be entitled to the issuance of an injunction voiding or restraining such transfer, and the award of legal fees and related expenses of the Township in connection with any such legal action. Except as set forth hereunder, the Township agrees to record a Discharge of the Declaration upon issuance of the final Certificate of Occupancy for Redeveloper's Project.

9. Redeveloper's Financial Commitments.

- a. Subject to market conditions, Redeveloper shall complete the Project as set forth herein at its sole cost and expense. Redeveloper also agrees that Redeveloper shall submit satisfactory documentation to the Township evidencing Redeveloper's plan to secure the requisite capital and/or financing in an amount necessary to acquire, remediate and redevelop the Property upon commercially reasonable terms and in accordance with this Agreement (the Township acknowledging that financing commitments may not be able to be secured prior the issuance of certain Governmental Approvals).
- b. All costs of acquisition, Governmental Approvals, Redevelopment Approvals, constructing the Project and redeveloping the Property, including but not limited to application fees, development application fees, review and inspection escrow fees, and otherwise completing Redeveloper's Project, shall be borne by Redeveloper unless otherwise set forth herein.

10. Default. The Parties shall have the rights set forth in this Paragraph in the event of Default.

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- a. Redeveloper's Default Events. The Township shall have the right to declare the Redeveloper in default of this Agreement in the event of the occurrence of any of the following (each an "Event of Default"):
- (1) Redeveloper's failure to substantially perform, or a substantial defect in performance by the Redeveloper, of any obligations under this Redevelopment Agreement;
 - (2) The filing of a Complaint with a Court of competent jurisdiction seeking a determination that Redeveloper is insolvent or the appointment of a receiver;
 - (3) The filing of a voluntary (or involuntary as permitted by law) petition for bankruptcy of Redeveloper;
 - (4) The filing of a complaint in foreclosure against the Redeveloper that is not stayed or dismissed for ninety (90) consecutive days or the issuance of a deed in lieu of foreclosure for any financing in connection with the Project;
 - (5) Redeveloper's failure to pay any real estate taxes, payments in lieu of taxes, or assessments on any real property or any part thereof owned by it in the Township when due, or shall place thereon any encumbrance or lien unauthorized by this Redevelopment Agreement, or shall suffer any levy or attachment to be made, or any construction lien, or any other unauthorized encumbrance or lien to attach and such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Township made for such payment, removal, or discharge, within sixty (60) days after written demand by the Township to do so;
 - (6) A notice to the Township by Redeveloper, indicating that Redeveloper has determined not to proceed with the Project, unless Redeveloper has the right not to proceed under the terms of this Agreement;
 - (7) Abandonment of the Project by the Redeveloper or by Redeveloper's successor, assignee, affiliate or guarantor; or
 - (8) A Transfer of all or part of the Property without the prior written consent of the Township when required pursuant to this Redevelopment Agreement.
- b. Township's Default Events. The Redeveloper shall have the right to declare the Township in default of this Agreement in the event the Township fails to substantially perform, or there is a substantial defect in the Township's performance, of any obligations under this Redevelopment Agreement (an "Event of Default").
- c. Default Notice. Upon a Party's recognition of an occurrence of an Event of Default, the non-defaulting Party shall notify the defaulting Party in writing that it has

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declared the defaulting Party in default (hereinafter “Default Notice”). The Default Notice shall be given by the non-defaulting Party to the defaulting Party, addressed to the individual(s) and address(es) provided in Paragraph 11a herein, and shall state the basis for determining that an Event of Default has occurred. Upon receipt of the Default Notice, the defaulting Party shall have sixty (60) days to cure such failure or defect. In the event that the defaulting Party does not cure the Event of Default as set forth herein, the non-defaulting Party shall have the right to exercise, in addition to all remedies available at law and equity, the remedies set forth below.

- d. Default Rights and Remedies. In addition to all other rights and remedies which the Parties may have at law or in equity upon the occurrence of an Event of Default which has not been cured, the Parties shall, to the fullest extent permitted by law, be entitled to the following rights and remedies:
- (1) Right to Injunction. In the event of a breach by either party of any of the agreements, conditions, covenants or terms hereof and the running of the applicable cure period, the other party shall have the right of injunction to restrain the same, and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided.
 - (2) Restoration to Status. In case the either Party shall have proceeded to enforce its rights under this Redevelopment Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to such Party, then and in every such case, the Parties shall be restored, respectively, to their several positions and rights hereunder, and all rights, remedies and powers of Parties shall continue as though no such proceedings had been taken.
 - (3) Survival Upon Termination. Notwithstanding termination as provided for herein, all of the Parties’ rights that specifically survive closing of title or termination shall remain enforceable by the Parties.
- e. Rights and Remedies Cumulative. The rights and remedies of the Parties, whether provided by this Agreement or by law, shall be cumulative, and except as otherwise specifically provided by this Agreement, the exercise by the Parties of any one or more of such rights or remedies shall not preclude the exercise, at the same or at different times, of any other such rights or remedies for the same Event of Default, or for the same failure in respect to any of the terms, covenants, conditions or provisions of this Agreement or any of its remedies for any other Event of Default or breach. No delay by the Parties in asserting any rights or exercising any remedy shall operate as a waiver of such rights or remedy or otherwise deprive it of, or limit such rights and remedies in any way (it being the intent of this provision that the Parties shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Paragraph because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still

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hope otherwise to resolve the problems created by the default involved); nor shall any waiver by a Party with respect to any specific Event Default under this Paragraph be considered or treated as a waiver of the rights of the Party with respect to any other Event of Default under this Paragraph or with respect to the particular Event Default except to the extent specifically waived in writing.

11. Payment In Lieu Of Taxes (“PILOT”).

- a. The Redeveloper and the Township agree that this Redevelopment Agreement for the Project is contingent upon a Tax Abatement Agreement pursuant to the five (5) year Exemption and Abatement Law (N.J.S.A. 40A:21-1 *et seq.*) for the dwelling units. The Township agrees to introduce an Ordinance authorizing the five (5) year Tax Abatement and Exemption Agreement with the Redeveloper commencing pro rata, as of the date of each Certificate of Occupancy for each of the residential units sold, in a form substantially similar to that set forth in Exhibit “G” attached hereto. The five (5) year Tax Abatement and Exemption Agreement for the land developed with residential units will be for the ultimate end user (residential purchaser) of the property to pay to the Township commencing on the transfer of Title to the ultimate end user (residential purchaser) a payment in lieu of Taxes in accordance with the five (5) year Tax Abatement Program.

12. Miscellaneous.

- a. Notices. Formal notices, demands and communications between the Township and Redeveloper shall be deemed sufficiently transmitted if dispatched to the addresses set forth below, by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt. Redeveloper shall be responsible for providing whatever notices it receives from the Township to Redeveloper’s successors or assignees, where applicable. Notices may also be sent by a commercial overnight delivery service with package tracking capability and for which proof of delivery is available. Notices, demands and communications shall be sent as follows:

If to Redeveloper:

Name: K. Hovnanian at Rancocas Creek, LLC
Address: 110 Fieldcrest Avenue
Edison, New Jersey 08837
Attn: Michael Weisslitz, Division President
Email: MWeisslitz@khov.com
Phone: 732-225-4001

With Copies to:

Name: Tracy A. Siebold, Esquire
Title: Area Counsel
Address: 110 Fieldcrest Avenue
Edison, New Jersey 08837

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Email: tsiebold@khov.com

Phone: 732-623-6880

If to the Township:

Name: Township of Pemberton
Attn: Daniel Hornickel, Business Administrator
Address: 500 Pemberton-Browns Mills Road
Pemberton, New Jersey
Email: DHornickel@pemberton-twp.com
Phone: (609) 894-3303

With Copies to:

Name: Andrew Bayer, Esquire
Pashman Stein Walder Hayden
Address: Bell Works
101 Crawfords Corner Road
Suite 4202
Holmdel, NJ 07733-1985
Email: abayer@pashmanstein.com
Phone: (732) 852-2481

- b. Brokerage Commissions. The Township and Redeveloper each represent to the other that no real estate broker initiated, assisted, negotiated or consummated this Redevelopment Agreement as broker, agent, or otherwise acting on behalf of either the Township or Redeveloper and each Party shall indemnify and hold the other harmless from any claims of a commission claimed through it.
- c. No Consideration for Redevelopment Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys retained by Redeveloper. Redeveloper further warrants it has not paid or incurred any obligation to pay, and will not pay, any officer, official, agent or representative of the Township, any money or other consideration for or in connection with this Redevelopment Agreement or this Project.
- d. Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit any successors and assigns of the Parties hereto.
- e. Exhibits. The Exhibits attached hereto and/or referred to in this Redevelopment Agreement, shall be incorporated herein as though set forth in full.

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- f. Titles of Articles and Paragraphs. The titles of the Articles and Paragraphs of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any Agreement provisions.
- g. Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall, to any extent, be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement shall not be affected thereby, and each remaining term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.
- h. Enforcement by the Township. It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth by the Redeveloper in this Redevelopment Agreement. Such agreements and covenants shall run in favor of the Township for the period set forth in Paragraph 4 of this Redevelopment Agreement. The Township shall have the right, in the event of any breach of any such agreement or covenant, to exercise all rights and remedies set forth in Paragraph 10 hereof.
- i. Enforcement by Redeveloper. It is intended and agreed that Redeveloper and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth by the Township in this Redevelopment Agreement. Such agreements and covenants shall run in favor of Redeveloper for the period set forth in Paragraph 4 of this Redevelopment Agreement. Redeveloper shall have the right, in the event of any breach of such agreement or covenant, to exercise the rights and remedies set forth in Paragraph 10 hereof.
- j. Modification of Redevelopment Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and executed by both Parties.
- k. Execution of Counterparts. This Redevelopment Agreement may be executed in one or more counterparts and such counterparts shall constitute one and the same instrument.
- l. Drafting Ambiguities; Interpretation. In interpreting any provisions of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for the Redeveloper drafted the initial proposed Redevelopment Agreement, each Party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and to contribute to the final form of same.
- m. Time Period for Notices. All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.
- n. Conflict of Interest. No official, officer, or employee of the Township shall have any direct interest in this Redevelopment Agreement, nor participate in any decision relating to the Redevelopment Agreement where prohibited by law.

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- o. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey. Any legal action undertaken to enforce this Redevelopment Agreement shall be filed with the Superior Court of New Jersey, Burlington County.
- p. Withholding of Approvals. All approvals, consents and acceptances required to be given or made by either Party hereunder to implement the Project shall not be unreasonably withheld or delayed, unless specifically stated otherwise herein.
- q. Rights Cumulative. All rights and remedies herein or granted to the Parties are cumulative, non-exclusive and in addition to any and all rights and remedies that the Parties may have or be given by reason of any law, statute, ordinance or otherwise.
- r. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties hereto and shall supersede all negotiations, agreements and understandings, written or oral, formal or informal, between the Parties with respect to the Project Site, the Property or the Project, except as may otherwise be provided herein, and any prior agreements are deemed to be merged herein.
- s. No Other Reliance. Each Party represents by execution of this Redevelopment Agreement that it has not relied upon any representations, oral or otherwise, of the other Party or its officers, officials, agents, affiliates, employees or representatives, except for those representations explicitly set forth in this Redevelopment Agreement.
- t. Term. Unless otherwise terminated as provided herein, this Redevelopment Agreement shall remain in full force and effect from the Effective Date hereof until issuance of a final Certificate(s) of Occupancy for the Project, and receipt of all payments required of the Redeveloper have been received by the Township, subject to any survival as set forth in this Agreement, unless the Parties agree in writing to terminate the Agreement, or it terminates by operation of law.
- u. Calculation of Time. Whenever in this Redevelopment Agreement a period of time is stated as a number of days, it shall be construed to mean calendar days; provided, however, that when any period of time so stated would end on a Saturday, Sunday or legal holiday, such period shall be deemed to end on the next day following that which is not a Saturday, Sunday or legal holiday.
- v. No Contributions. Redeveloper has not made any contributions to the Township, nor to its officials, that would cause a violation of ethics law, pay-to-play practices, or similar laws.
- w. Project Names. The Township and Redeveloper have consulted and agreed upon a name for the Project, which shall be known as Four Seasons at Rancocas Creek. In the event that either party wishes to change said name, the parties shall consult with one another, but the name shall not be changed except by mutual agreement of the parties.

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

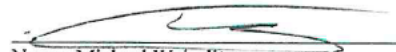
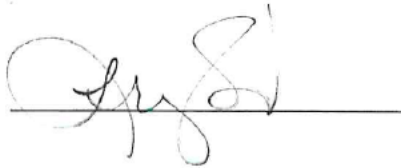
- x. Interaction. Township and the Redeveloper shall interact with each other in all appropriate respects and shall use their best efforts to effectuate the purposes of this Agreement.
- y. Challenges. In the event any proceeding is commenced by any third party challenging the validity of this Agreement, Redevelopment approvals, remediation, designation of Redeveloper as the “Redeveloper,” or any aspect of the Township’s Redevelopment Plan as it pertains to the Property to be redeveloped or acquired by Redeveloper, the Parties shall interact as appropriate and lawful in defending such action or proceeding, but each Party shall be responsible to pay for its own costs and legal fees associated with such defense.
- z. No Joint Venture. Nothing contained herein shall be construed as making the Township and Redeveloper partners, joint ventures or agents of each other. The parties have no relationship to each other except as Redevelopment Entity and Redeveloper for the Project. However, the Township reserves the discretion to allow Redeveloper to form a Joint Venture with another Redeveloper(s) of the Property, which co-Redeveloper would first be required to execute a Redevelopment Agreement with the Township.
- aa. Survival of Covenants. Each covenant and agreement contained herein shall survive any closing(s) of title, until issuance of a final Certificate(s) of Occupancy for all of the buildings in the Project.
- bb. Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:
 - (1) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Redevelopment Agreement, shall refer to this Redevelopment Agreement.
 - (2) Words importing a particular gender mean and include correlative words of the other gender.
 - (3) Words importing persons or entities mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public and governmental bodies and natural persons.
 - (4) Any headings preceding the texts of the several Articles and Paragraphs of this Redevelopment Agreement shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.
 - (5) Unless otherwise indicated, any fees, costs and/or expenses shall be required to be customary and reasonable.

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

IN WITNESS WHEREOF, the Parties hereto have caused this Redevelopment Agreement to be executed on the date first above written.

Witness or Attest:

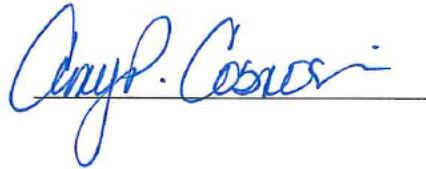
**K. HOVNANIAN AT RANCOCAS
CREEK, LLC**



Name: Michael Weisslitz
Title: Division President

Witness or Attest:

TOWNSHIP OF PEMBERTON



Name: David A. Patriarca
Title: Mayor

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

APPENDIX G
PILOT Agreement

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

TOWNSHIP OF PEMBERTON
RESOLUTION NO. 236-2020

RESOLUTION AUTHORIZING A LONG-TERM TAX ABATEMENT
FOR THE BROWNS WOODS APARTMENTS

WHEREAS, by way of Resolution No. 117-2001, Township Council authorized a Payment-in-Lieu-of-Taxation ("PILOT") Agreement with Browns Mills Apartments, LLC, as part of the rehabilitation of a housing project consisting of 150 units and more commonly known as Browns Woods Apartments located at Block 528, Lots 24.01 and 25.01 as shown on the Official Tax Map of the Township of Pemberton, Burlington County and commonly known as 13 Lawrence Drive, Browns Mills, New Jersey, pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.); and

WHEREAS, BWA-Browns Mills, LLC, a New Jersey limited liability company (hereinafter referred to as the "Sponsor") as successor-in-interests to Browns Mills Apartments, LLC, proposes to acquire and rehabilitate the 150 units at the Browns Woods Apartments (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1 et seq., and all applicable guidelines (the foregoing hereinafter referred to as the "HMFA Requirements"); and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the HMFA Requirements, Township Council hereby determines that there is a need to rehabilitate this housing project and to maintain such as affordable housing for the residents of Pemberton Township; and

WHEREAS, among other provisions, the existing PILOT Agreement between the Township and Browns Mills Apartments, LLC, requires Browns Mills Apartments, LLC, to remit, pursuant to a formula, no less than 7.72% of its annual gross revenues to the Township as its payment in lieu of taxation; and

WHEREAS, the Sponsor has presented to the Township Council a revenue projection for the Project which sets forth an increase in the anticipated revenue to be received by the Sponsor from the operation of the Project as estimated by the Sponsor and the Agency, a copy of which is attached hereto and made a part hereof as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pemberton (the "Township") that:

- (1) The Township finds and determines that the proposed Project will meet or meets an existing need for affordable housing;
- (2) The Township hereby adopts the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in the conformity with the provisions of the HMFA Requirements with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall acquire, rehabilitate, own and operate the Project; and
- (3) The Township does hereby adopt the within Resolution with the further intent and purpose that from the date of execution of the Agency mortgage, the proposed Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Requirements, provided that payments in lieu of taxes for municipal services supplied to the Project are made to the Township in such amounts and manner set forth in the

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Agreement for Payments in Lieu of Taxes attached hereto as Exhibit B; and

- (4) The Township hereby authorizes and directs the Mayor of the Township to execute, on behalf of the Township, the Agreement for Payments in Lieu of Taxes in substantially the form annexed hereto as Exhibit B; and
- (5) The Township understands and agrees that the revenue projections set forth in Exhibit A are estimates and that the actual payments in lieu of taxes to be paid by the Sponsor to the Township shall be determined pursuant to the Agreement for Payments in Lieu of Taxes executed between the Sponsor and Township.

PEMBERTON TOWNSHIP COUNCIL

ATTEST:

I hereby certify that the foregoing Resolution was adopted by the governing body of Pemberton Township on October 7, 2020.



Amy P. Cosnoski, RMC, Township Clerk

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

Exhibit A
Revenue Projections

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

Exhibit B
PILOT Agreement

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this ____ day of October, 2020, between BWA-Browns Mills, LLC, a New Jersey limited liability company, having an address c/o Silver Street Development Corporation, 33 Silver Street, Suite 200, Portland, Maine 04101 (hereinafter the "Sponsor") and the Township of Pemberton, a municipal corporation in the County of Burlington and State of New Jersey (hereinafter the "Municipality").

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 *et seq.*) (hereinafter "HMFA Law") and a Resolution of the Township Council of the Municipality adopted _____, 2020, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is on that parcel of land designated as Lots 24.01 and 25.01, Block 528 as shown on the Official Map of the Township of Pemberton and more commonly referred to as Browns Woods Apartments, Browns Mills, New Jersey.

3. As of the date the Sponsor executes a first mortgage for the Project with the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. Except as set forth in Section 5 of this Agreement, the exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

(a) From the date of the Agency Mortgage and for the remaining term of this Agreement, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes (the "Annual Service Charge") as follows:

Years 1 through 5: in an amount equal to \$25,000 plus the greater of (i) 7.72% multiplied by an amount equal to Project Revenues for any year, or (ii) 102% of the Annual Service Charge for the prior year (the "Escalator"); provided that the Minimum Annual Service Charge payable in Year 1 shall not be less than \$158,552 or such greater amount as is being paid by the existing owner, Browns Mills Apartments, L.L.C. pursuant to an Agreement for Payment in Lieu of Taxes with the Township dated August, 2001.

Years 6 through 10: in an amount equal to \$25,000 plus the greater of (i) 8.22% multiplied by an amount equal to Project Revenues for any year, or (ii) the Escalator.

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

Years 11 through 42: in an amount equal to \$25,000 plus the greater of (i) 8.72% multiplied by an amount equal to Project Revenues for any year, or (ii) the Escalator.

(b) As used herein, "Project Revenues" for any year means the total annual gross rent potential (or if a partial year on a pro rata basis) calculated by multiplying the total rent charged for each unit type by the total number of that particular unit type.

(c) The amount of the Annual Service Charge to be paid pursuant to paragraph (a) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual Annual Service Charge to be paid by the Sponsor shall be determined pursuant to Section 4 below.

4. (a) Payments by the Sponsor of the Annual Service Charge shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be calculated in accordance with paragraph 3(c) above. No later than three (3) months following the end of the first fiscal year of operation after the date of the Agency Mortgage and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues, the Escalator and the total Annual Service Charge due to the Municipality, calculated pursuant to paragraph 3(a) above, as set forth in the Audit (the "Audit Amount"). If the Audit Amount is greater than the Annual Service Charge paid by the Sponsor to the Municipality for the preceding fiscal year, the Sponsor simultaneously shall pay the difference to the Municipality. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments of the Annual Service Charge pursuant to this Agreement shall be in lieu of taxes, but the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the Annual Service Charge due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the Annual Service Charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and the NJHMFA in the manner set forth in 8(a) below, prior to any legal action being taken.

5. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of review of the terms of this Agreement and assumes the Agency Mortgage. Notwithstanding the foregoing, to the extent the Agency Mortgage terminates, this Agreement and the tax exemption granted herein shall continue for a period not to exceed forty-two (42) years from the date of the Agency Mortgage, provided that the Project remains subject to affordability controls pursuant to one of the following as required under Section 37 c. of the HMFA Law:

(1) project-based federal rental assistance, authorized pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. s.1437f), or other federal or State project-based assistance;

(2) the Uniform Housing Affordability Controls promulgated by the HMFA; or

(3) the rent and income limits established by the federal Low Income Housing Tax Credit program pursuant to section 42 of the Internal Revenue Code (26 U.S.C. s.42).

6. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

7. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

8. The Sponsor will spend approximately \$7,500,000 (or \$50,000 per unit) on labor and materials in order to assure its long-term preservation as well as improve its energy efficiency (the "Rehabilitation"). The Rehabilitation, comprised of upgrades and/or replacements of multiple building systems and components, shall include without limitation, the following: replacement of existing security camera system, upgrades/renovations to kitchens, baths, apartment interiors, building exterior, management office and laundry room; energy retrofits; MEP (mechanical, electrical, plumbing) system improvements; conversion of eight (8) units to ADA standards; and improvement/upgrade to hardscape and landscape. The Rehabilitation of the Project will commence following the Sponsor's execution of the Agency Mortgage and the Sponsor anticipates the Rehabilitation will take approximately twelve (12) to fourteen (14) months to complete, but in all instances, the Rehabilitation will be completed within five (5) years of the Sponsor's execution of the Agency Mortgage. The Municipality acknowledges that the Sponsor may need to alter the Rehabilitation, as same will be detailed in the final, approved plans and specifications, in order to satisfy the requirements of the Agency, the United States Department of Housing and Urban Development, and/or the Project's lender or low income housing tax credit investor. Failure to complete the Rehabilitation shall not result in a termination of this Agreement or the tax exemption provided herein; however, the Municipality

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

shall have such other remedies as are provided under law and in Section 10 of this Agreement, including specific performance.

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

(a) When sent by the Municipality to the Sponsor, it shall be addressed to BWA-Browns Mills, LLC, c/o Silver Street Development Corporation, 33 Silver Street, Suite 200, Portland, Maine 04101, with a copy to GluckWalrath LLP, 4 Paragon Way, Suite 400, Freehold, New Jersey 07728, Attention: Christopher M. Walrath, Esquire, or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Business Administrator at the Township of Pemberton, 500 Pemberton-Browns Mills Road, Pemberton, New Jersey 08068, or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08620-2085.

10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of this Agreement.

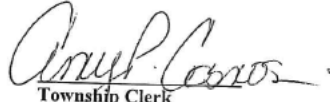
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

[Signatures appear on next page]

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

ATTEST


ATTEST


Township Clerk

SPONSOR:
BWA-BROWNS MILLS, LLC

By: _____
Authorized Signatory


MUNICIPALITY:
TOWNSHIP OF PEMBERTON

By: 
Mayor

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN


APPENDIX H

**Restriction and Regulatory Agreement, Browns Woods Apartments, HMFA #1310
And Multifamily Mortgage Assignment of Leases and Rents and Security
Agreement**


RECORDING INFORMATION SHEET		50 RANCOCAS RD, MT. HOLLY, NJ 08060	
INSTRUMENT NUMBER: 5724558		DOCUMENT TYPE: DECLARATION OF RESTRICTIONS	
Official Use Only		Document Charge Type	DECLARATION OF RESTRICTIONS
<div style="border: 1px solid black; padding: 5px;"> JOANNE SCHWARTZ BURLINGTON COUNTY RECEIPT NUMBER 8847960 RECORDED ON February 01, 2022 3:56 PM INSTRUMENT NUMBER 5724558 BOOK: OR13591 PAGE: 4498 </div>		Return Address (for recorded documents) LLC SIMPLIFILE 4844 NORTH 300 WEST PROVO UT 84604	
		No. Of Pages <i>(Excluding Recording Information and/or Summary Sheet)</i>	16
		Consideration Amount	\$0.00
		Recording Fee	\$195.00
		Realty Transfer Fee	\$0.00
		Total Amount Paid	\$195.00
		Municipality	PEMBERTON TWP
		Parcel Information	Block: 528 Lot: 24.01
		First Party Name	BWA BROWNS MILLS
		Second Party Name	NEW JERSEY HOUSING & MTG FIN AGENCY
Additional Information (Official Use Only)			
 Ctrl Id: 6073549 Recording Clerk: dcoco			
***** DO NOT REMOVE THIS PAGE. ***** COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD ***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****			

Book # 13591 Page # 4498 Inst. # 5724558

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

 Burlington County Document Summary Sheet	
BURLINGTON COUNTY CLERK 50 RANCOCAS RD MOUNT HOLLY NJ 08060 1317	Transaction Identification Number 5857428 7019109
	Recorded Document to be Returned by Submitter to: LT NATIONAL TITLE SERVICES INC 2 HUDSON PLACE, 5TH FLOOR HOBOKEN, NJ 07030
Official Use Only	Submission Date (mm/dd/yyyy) 01/21/2022
	No. of Pages (excluding Summary Sheet) 16
	Recording Fee (excluding transfer tax) \$195.00
	Realty Transfer Tax \$0.00
	Total Amount \$195.00
	Document Type DECLARATION OF RESTRICTIONS
	Electronic Recordation Level L2 - Level 2 (With Images)
Municipal Codes PEMBERTON TWP 29	
628148	
Additional Information (Official Use Only)	
* DO NOT REMOVE THIS PAGE. COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.	

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 Burlington County Document Summary Sheet						
DECLARATION OF RESTRICTIONS	Type	DECLARATION OF RESTRICTIONS				
	Consideration					
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)				
	Document Date	12/22/2021				
	Reference Info					
		Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date
	GRANTOR	Name			Address	
		NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY				
	GRANTEE	Name			Address	
	BWA-BROWNS MILLS LLC					
Parcel Info						
	Property Type	Tax Dist.	Block	Lot	Qualifier	
		29	528	24.01 X ADDL. PROGRAM		
<p><i>* DO NOT REMOVE THIS PAGE. COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.</i></p>						

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

Record and Return to:
Lyndsey Carroll, Paralegal II
New Jersey Housing and Mortgage
Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

Prepared by:
Vladimir Palma
Deputy Attorney General

DEED RESTRICTION and REGULATORY AGREEMENT
BROWNS WOODS APARTMENTS, HMFA #1310

THIS DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement"), is made and entered into as of *December 22, 2021*, by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended, N.J.S.A. 55:14K, et seq. (the "Act"), and **BWA-BROWNS MILLS, LLC** (the "Owner"), a limited liability company formed under the laws of the State of New Jersey and authorized to do business in the State of New Jersey, and a qualified housing sponsor within the meaning of the Act, that has its principal office at c/o The Silver Street Group, LLC, 33 Silver Street, Suite 200, Portland, Maine 04101, and that owns the real property described in Exhibit A attached hereto (the "Land") and the Browns Woods Apartments project (the "Project") constructed thereon.

Section 1. Background and Purpose. The Land and Project were originally developed with financing furnished by the Agency through a loan in the original principal amount of \$6,003,233.00 (the "First Mortgage Loan"), which loan is secured by a mortgage dated November 16, 2001, that is recorded in Mortgage Book 8236, Page 532, in the Office of the County Clerk of Burlington County, New Jersey, (the "First Mortgage").

The First Mortgage Loan was made by the Agency to Browns Mills Apartments, L.L.C. (the "Sponsor"). The Sponsor developed the Project pursuant to the Act.

The Sponsor has requested to prepay the First Mortgage Loan and to simultaneously transfer ownership of the Project and Land to the Owner.

In consideration of the Agency's approval of prepayment of the First Mortgage Loan and transfer of ownership pursuant to N.J.A.C. 5:80-5.1 et seq and the Act and the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each party, the Agency and the Owner have entered into this Agreement.

- 1 -

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

Section 2. Satisfaction of Mortgages. The First Mortgage has been prepaid and satisfied in full as of the date hereof. This Agreement is forthwith substituted for and supersedes the First Mortgage, which shall be simultaneously discharged of record and have no further force or effect.

Section 3. Covenants, Reservations and Restriction. The Owner hereby represents, warrants, covenants, and agrees that the Project and Land and the Owner and the Owner's assigns and successors in title to the Project and/or Land shall be subject to the covenants, reservations and restrictions set forth below:

A) Use of the Land and the Project shall be restricted to use primarily as a multi-family residential rental property;

B) No lien, security interest or other encumbrance of the Land or the Project shall be recorded with the County Clerk of Burlington County, New Jersey or elsewhere prior to the recording of this Agreement with such Register/County Clerk of Burlington County.

C) From the date of this Agreement until **December 1, 2032** the Owner shall continue to comply with, and the Land and the Project shall continue to be subject to, the following Agency requirements:

- 1) The Agency's policies on tax, insurance and repair and replacement reserves and any subsequent amendments to those policies.
- 2) The Agency regulations set forth below and any subsequent amendments thereto:
 - a) Occupancy Requirements Regarding Income - (N.J.A.C. 5:80-8.1 et seq.), including existing affordability restrictions/limitations, which shall remain in effect, i.e., the Owner agrees to rent **80** percent of the units at the Project to tenants whose income does not exceed **60** percent of the area's median income adjusted for family size, as median income is defined by the United States Department of Housing and Urban Development, from time to time;
 - b) Tenant Selection Standards - (N.J.A.C. 5:80-7.1 et seq.);
 - c) Rents - (N.J.A.C. 5:80-9.1 et seq.);
 - d) Certification and Recertification of Income - (N.J.A.C. 5:80-20.1 et seq.);
 - e) Affirmative Fair Housing Marketing - (N.J.A.C. 5:80-22.1 et seq.);
 - f) Transfer of Ownership - (N.J.A.C. 5:80-5.1 et seq.);
 - g) Return on Equity - (N.J.A.C. 5:80-3.1 et seq., as modified by N.J.A.C. 5:80-5.10(b)7).

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3) The Owner shall permit Agency staff reasonable access to the Land and to the Project premises, and to any books, and records with respect to the Land and Project, and shall promptly provide copies of any and all documentation requested by the Agency to monitor compliance with the regulations referenced herein and other requirements of this Agreement.

4) The Agency shall have, with respect to the Owner, the Land and the Project, the powers set forth in Section 7(b) of the Act.

5) The Owner agrees to pay to the Agency on the first day of each calendar month commencing with January 1, 2022 a monthly servicing fee of \$1,558.72.

6) The Owner shall not enter into any financing that is to be secured by a lien on the Project and Land without the prior written approval of the Agency. The Agency's prior review and approval of any such financing is for the purpose of ensuring that the Project shall continue to be financially feasible as an affordable multifamily residential rental housing project, as set forth in this Regulatory Agreement. Notwithstanding the foregoing, the Agency hereby acknowledges and consents to the loan made by Prudential Huntoon Paige Associates, LLC in the amount of \$17,925,900 (the "FHA-Insured Loan") on or about the date hereof, which FHA-Insured Loan will be secured by a co-first lien Multifamily Mortgage Assignment of Leases and Rents and Security Agreement and endorsed for mortgage insurance by the U.S. Department of Housing and Urban Development pursuant to Section 221(d)(4) of the National Housing Act, as amended.

The Agency has issued a commitment to the Owner for new, construction financing in the estimated amount of \$12,250,000.00 pursuant to the Agency's Multifamily Conduit Revenue Bond program (the "New Agency Loan"). Upon the making of the New Agency Loan to the Owner, this Agreement, except as to the provisions of Section 3A hereof, shall be, by its terms, automatically subordinate to the lien of the mortgage securing the New Agency Loan and subordinate to and superseded by the financing, deed restriction and regulatory agreement (the "New Financing, Deed Restriction") to be made between the Owner and Agency in connection with the New Agency Loan. Additionally, (i) the provisions of N.J.A.C. 5:80-5.10(b)7 with respect to termination or suspension of return on equity restrictions shall NOT be applicable during the term of such New Agency Loan; and (ii) the provisions of Section 26 of the New Financing, Deed Restriction covering transfers of ownership interest shall NOT apply prior to the termination of this Agreement as set forth in Section 3.C) and Section 18 hereof. Upon the prepayment, maturity date or other termination of the New Agency Loan, whichever shall first occur, prior to the **December 1, 2032** termination date of this Agreement, this Agreement shall automatically and immediately cease to be subordinate and shall be in full force and effect and paramount to and have first priority over any lien or encumbrance upon the Project, in the same manner and to the same extent as if this Agreement had never been previously subordinated and without the need for the filing of any additional documentation. Notwithstanding the foregoing subordination, the existing affordability restrictions/limitations pursuant to Section 3. C)2)a) above (i.e., 80% of units rented to tenants whose income does not exceed 60% area median income) shall continue in effect and apply to the Project and Land throughout the term of this Agreement in addition to the affordability restrictions/income limitations in connection with the New Agency Loan. In the event

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

of a conflict, the more restrictive affordability limitations shall apply.

Immediately upon the termination of the subordination of this Agreement, as provided hereinabove, the Owner or its successor, as applicable, shall deposit with the Agency such sums as the Agency, in its sole determination, shall require to provide fully funded tax and insurance escrows and repair and replacement reserves under the Agency's policies governing such escrows and reserves, pursuant to Section 3.C)1) above unless such escrows and reserves are fully funded under the FHA-Insured Loan as consented to by the Agency.

Section 4. Covenants to Run With the Land

The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth in this Agreement touch and concern the Land in that the Owner's legal interest in the Project and Land is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the Project and Land by (1) enhancing and increasing the enjoyment and use of the Project and the Land by the tenants contemplated under this Agreement, (2) by furthering the public purposes for which the Project was developed as a housing project pursuant to the Act and, (3) during the term of this Agreement under which the Owner, Project and Land are subject to Agency covenants, reservations and restrictions, by furthering the public purposes for which the First Mortgage Loan was made and prepayment was approved. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land. Except when expressly terminated in Section 3 C, the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and shall pass to and be binding upon the Owner's assigns and successors in title to the Land and/or Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or the Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project or Land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

Section 5. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Land and to the entire Project.

Section 6. Defaults. Each of the following shall be an Event of Default:

- (a) Failure by the Owner to pay to the Agency the servicing fee required pursuant to Section 3.C)5) of this Agreement, and in such event, interest shall accrue on any payment made beyond its due date at the then current rate being received by the Agency on its investments as determined in good faith by the Agency.
- (b) Commission by the Owner of any act prohibited by the terms of this Agreement, or

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2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

failure by the Owner to perform or observe in timely fashion any action or covenant required by any of the terms of this Agreement, or failure by the Owner to produce satisfactory evidence of compliance therewith.

- (c) Any breach by the Owner of its obligations or any failure to observe its covenants under this Agreement.

Any events as set forth in subsections (b) and (c) of this Agreement shall not be deemed an Event of Default hereunder unless such failure to perform or observe, or breach has not been corrected within a period of 30 days following written notice provided to the Owner by the Agency. To the extent the Event of Default is curable, a cure tendered in full pursuant to the terms and conditions of this Agreement by the Owner's investor managing member shall be honored by the Agency.

Section 7. Expenses Due to Default. All expenses (including reasonable attorney's fees and costs and allowances) incurred in connection with an action to remedy a default under this Agreement, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency, as applicable, on its investments as determined in good faith by the Agency whether or not an action or proceeding is instituted.

Section 8. Remedies. Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies and no failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

- (a) Sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement. The Owner agrees that the remedy at law for the violation or nonperformance of the Owner's obligations under this Agreement is not adequate by reason, among other things, of the public purpose to maintain affordable rental units for families of low or moderate income;
- (b) Appoint such person or persons whom the Agency in its sole discretion deems advisable, including officers or employees of the Agency, to perform the functions of the managing agent or the Owner with respect to performance of the Covenants set forth in Section 3 of this Agreement, or to control those aspects of project operations necessary to cure violations of such Covenants. Such appointment by the Agency shall be for the duration provided in Section 7(b)(6) of the Act and any person so appointed shall be entitled to the same immunities and compensation as provided in the Act;
- (c) Notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action

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2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
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permitted by law.

Section 9. Enforceability; Waiver. The provisions hereof are imposed upon and made applicable to the Land and the Project and shall run with the Land and the Project and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Land or the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any time or times.

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

Section 10. Amendments; Notices. This Agreement may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

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

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

Agency: Executive Director
New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue, P.O. Box 18550
Trenton, New Jersey 08650-2085

Owner: BWA-Browns Mills, LLC
c/o The Silver Street Group, LLC
33 Silver Street, Suite 200
Portland, Maine 04101

With a copy to lender as stated below, or any successor mortgagee whose address has been

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2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

provided to the Agency in a notice thereto:

Prudential Huntoon Paige Associates, LLC
4350 N Fairfax Dr, Suite 700
Arlington, VA 22203
Attention: Alex Viorst

and

Director, Multifamily Housing
HUD Newark Field Office-Region II
U.S. Department of Housing and Urban Development
One Newark Center, 1085 Raymond Boulevard
Newark, NJ 07102-5260

with a copy to:

Shie-Fong Sun
Associate Regional Counsel for Housing
Finance and Programs
HUD Newark Field Office-Region II
U.S. Department of Housing and Urban Development
One Newark Center, 1085 Raymond Boulevard
Newark, NJ 07102-5260

All notices shall be deemed given when receipt is acknowledged or confirmed by telecopier or by certified or registered mail return receipt received.

Section 11. Severability. The invalidity of any part or provision of this Agreement shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

Section 12. Successors and Assigns. This Agreement and all rights, duties, obligations and interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, successors in title, grantees in title, and permitted assigns.

Section 13. Claims and Indemnification.

A) It is mutually agreed by the Owner, Agency that the Agency and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Agreement, and that the Owner shall hold them harmless from any claim or suit of whatever nature arising here from.

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2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

B) Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. (except for N.J.S.A. 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to claims arising under this Agreement. It is acknowledged by the parties that the Agency are public entities covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

Section 14. Filing. This Agreement shall be duly recorded in the Office of the County Clerk of Burlington County, New Jersey immediately following its execution.

Section 15. Conflict. Owner acknowledges that the Agency express no opinion with regard to the Owner's formation documents or any of the loan documents or other documents in connection with the Owner's prepayment/refinancing of the First Mortgage Loan. The Agency's receipt and/or review of any the aforementioned documents is done solely in its capacity under the Act to ensure that the Land and Project will continue to be maintained for occupancy by low and/or moderate-income tenants. In the event of any conflict between the terms of this Agreement and the terms of any of the aforementioned documents, the terms of this Agreement shall govern.

Section 16. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Agreement shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Burlington.

Section 17. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. A fax copy of a signature on this Agreement shall have the same effect as an original provided that an original is received by the other party hereto within two business days thereafter.

Section 18. Termination. This Agreement shall terminate in its entirety on **December 1, 2032** provided the Owner is not in default under this Agreement or the New Agency Loan.

Section 19. HUD Rider. The attached HUD Rider is hereby made a part of the Agreement.

THIS SECTION INTENTIONALLY LEFT BLANK.

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2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

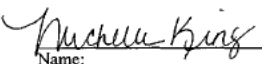
IN WITNESS WHEREOF, this Deed Restriction and Regulatory Agreement has been duly executed by the Owner and Agency on the date set forth above, and by signing below the Owner hereby acknowledges that it has received a true copy of this Agreement without charge.

WITNESS/ATTEST:

BWA-BROWNS MILLS, LLC,
a New Jersey limited liability company

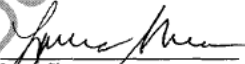
By: BWA-Browns Mills MM, LLC,
a New Jersey limited liability company,
its Managing Member

By: 
Christopher R. Poulin
Authorized Signatory



Name: _____
Michelle King


Darryl D. Applegate
Assistant Secretary

**NEW JERSEY HOUSING AND MORTGAGE
FINANCE AGENCY**

By: 
Laura Shea
Chief of Legal and Regulatory Affairs

This Agreement has been reviewed
and approved as to form.
Andrew Bruck, Acting Attorney General of the State of New Jersey

By: 
Vladimir Palma
Deputy Attorney General

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

STATE OF MAINE, COUNTY OF CUMBERLAND SS:

I CERTIFY that on this 9th day of December, 2021, CHRISTOPHER R. POULIN personally appeared before me and being by me duly sworn on his oath, acknowledged and made proof to my satisfaction, (a) he that is the Authorized Signatory of **BWA-Browns Mills MM, LLC**, the managing member of **BWA-BROWNS MILLS, LLC**, the limited liability company named in this document; and (b) he executed and delivered this document as the voluntary act of the limited liability company duly authorized by a proper resolution of its members.

Kimberly K Anderson
Kimberly K Anderson

KIMBERLY K. ANDERSON
Notary Public, State of Maine
My Commission Expires March 13, 2024

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on this 15th day of December, 2021, AURA SHEA personally appeared before me, the subscriber, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction, that (a) she is the Chief of Legal and Regulatory Affairs of the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document; and (b) she executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its Members.

Aida Luz Nauha
Aida Luz Nauha

Aida Luz Nauha
Notary Public
New Jersey
Notary ID 2362100
My Commission Expires July 19, 2020

Unofficial Document

2025 – 2035 FOURTH ROUND PEMBERTON TOWNSHIP
HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

RECORD DESCRIPTION:

ALL that tract or parcel of land and premises, situate, lying and being in the Township of Pemberton, County of Burlington and State of New Jersey, more particularly described as follows:

BEGINNING at a point on the Easterly line of Trenton Road (49.5 feet wide) a corner of lands retained by John Earlin, said point being measured North 16 degrees 15 minutes 16 seconds West (erroneously referred to in the former deed as North 16 degrees 05 minutes 44 seconds West) along said side of Trenton Road 250.00 feet from its point of intersection with the Northerly line of Earlin Avenue (40 feet wide); thence extending from said beginning point.

- 1) North 16 degrees, 15 minutes, 16 seconds West (erroneously referred to in the former deed as North 16 degrees 05 minutes 44 seconds West) along the easterly line of Trenton Road, 652.42 feet (erroneously referred to in the former deed as 652.46 feet) to a monument, a corner; thence extending
- 2) North 73 degrees 44 minutes 44 seconds East along line of lands now or late of Pine Tree Ranch Homes, Inc. 291.12 feet to a monument, a corner; thence extending
- 3) South 34 degrees 02 minutes 21 seconds East continuing along said lands 745.72 feet to a point, a corner in line of lands now or late of William Volk; thence extending
- 4) South 16 degrees 05 minutes 44 seconds East along the same 407.07 feet to a point, a corner in line of lands now or late of Walter Earlin; thence
- 5) South 72 degrees 57 minutes 42 seconds West along the same 110.00 feet to a point, a corner; thence
- 6) South 16 degrees 05 minutes 44 seconds East continuing along lands of Walter Earlin 200.00 feet to a point, a corner on the Northerly line of Earlin Avenue aforesaid; thence extending
- 7) South 72 degrees 57 minutes 42 seconds West along the same 669.89 feet (erroneously referred to in the former deed as 672.40 feet) to a point a corner in line of the aforesaid lands being retained by John Earlin; thence extending
- 8) North 16 degrees 15 minutes 16 seconds West (erroneously referred to in the former deed as North 16 degrees 05 minutes 44 seconds West) along the same 250.00 feet to a point, a corner; thence
- 9) South 72 degrees 57 minutes 42 seconds West along Earlin's land 200.00 feet the first mentioned point and place of beginning.

AS-MEASURED SURVEY DESCRIPTION:

Being more particularly described based upon a survey made by Thomas A. Harris, Jr. of Harris Surveying, Inc., dated October 28, 2020, last revised December 9, 2021, as:

BEGINNING at a steel pin in the division line between subject property, and Lot 24.02, in the widened Northeastly right-of-way line of Trenton Road, also known as County Route 545, as measured 43 feet from centerline, the following two courses from the intersection of the right-of way line of Trenton Road, as measured 24.75 feet from centerline, and the Northwestly right-of way line of Earlin Avenue (40 feet wide), thence;

NJRB 2-16 ORT Form 4310 NJ PROPFORMA
For ALTA Loan Policy of Title Insurance Adopted: 06/17/06

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

Exhibit A
SCHEDULE A-5
LEGAL DESCRIPTION

- A. North 25 degrees 37 minutes 04 seconds West a distance of 250.00 feet from said intersection, along the right-of-way line of Trenton Road, as measured 24.75 feet from centerline to a point, and thence;
- B. North 63 degrees 35 minutes 54 seconds East a distance of 18.25 feet along the division line of Lot 24.02 to the beginning point, and extending thence;
1. North 25 degrees 37 minutes 04 seconds West a distance of 652.17 feet along said widened right-of-way line of Trenton Road to a steel pin, thence;
 2. North 64 degrees 22 minutes 56 seconds East a distance of 272.87 feet along the division line between subject property, and Lots 20, 21, 22, and 23 to an angle point, thence;
 3. North 86 degrees 35 minutes 51 seconds East a distance of 745.72 feet along the division line between subject property, and Lots 20, 19, 18, 17, 14, 13 in Block 528, and Lot 8 in Block 527, crossing over a concrete monument, to a steel pin, thence;
 4. South 25 degrees 27 minutes 32 seconds East a distance of 407.07 feet along the division line between subject property, and Lots 26.01 to a concrete monument, thence;
 5. South 63 degrees 35 minutes 54 seconds West a distance of 110.00 feet along the division line between subject property, and Lot 25.02 to a concrete monument, thence;
 6. South 25 degrees 27 minutes 32 seconds East a distance of 200.00 feet still along the division line between subject property, and Lot 26.01 to a steel pin in said right-of-way line of Earlin Avenue, thence;
 7. South 63 degrees 35 minutes 54 seconds West a distance of 669.89 feet along said right-of-way line of Earlin Avenue to a concrete monument, thence;
 8. North 25 degrees 37 minutes 04 seconds West a distance of 250.00 feet along the division line between subject property, ad Lot 24.02 to a concrete monument, thence;
 9. South 63 degrees 35 minutes 54 seconds West a distance of 181.75 feet still along the division line between subject property, and Lot 24.02 to the point and place of BEGINNING.

Note for Informational Purposes Only: Being known and designated as Tax Lot 24.01 X Addl: Program in Block 528 for the Township of Pemberton, County of Burlington, State of New Jersey.

Note for Informational Purposes Only: Being commonly known as 13 Lawrence Road, Pemberton, New Jersey.

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

HUD RIDER AND AMENDMENT TO
DEED RESTRICTION AND REGULATORY AGREEMENT

This RIDER AND AMENDMENT is made as of December 22 2021, by BWA-BROWNS MILLS, LLC ("Borrower" or "Owner") and NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY ("Agency") and is attached to and made a part of the Restrictive Covenants (as defined below).

WHEREAS, Owner has obtained financing from Prudential Huntoon Paige Associates, LLC ("Lender") for the benefit of the project known as Browns Woods Apartments ("Project"), which loan is secured by a mortgage ("Security Instrument") dated as of December 22, 2021 ^{At+B} and to be recorded in the Office of the County Clerk of Burlington County, New Jersey ("Records"), and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, the Project was originally developed with financing furnished by the Agency through a loan in the original principal amount of \$6,003,233.00 that was repaid and satisfied in full on or before the date hereof, but upon which the Agency required certain restrictions be recorded against the Project; and

WHEREAS, the Owner and Agency entered into that certain Deed Restriction and Regulatory Agreement (the "Restrictive Covenants") with respect to the Project as more particularly described in Exhibit A attached hereto, dated December 22, 2021 and to be recorded simultaneously herewith; and

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider and Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

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

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Prudential Huntoon Paige Associates, LLC, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements"). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Agency's ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate provided, however, that any such termination shall cease to apply and the restrictions herein shall be reinstated if at any time subsequent to the termination of such provisions as a result of foreclosure, exercise of power of sale or transfer by

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

deed in lieu of foreclosure, it is determined that the Owner or a related person (within the meaning of the Code) obtains an ownership interest in the Project for federal income tax purposes.

(e) Borrower, the Agency each acknowledge that Borrower's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Regulatory Agreements unless a default also arises under the HUD Requirements.

(f) In enforcing the Restrictive Covenants, the Agency will not file any claim against the Project, the Mortgage Loan proceeds, or any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Owner is treated as a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Owner is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Owner is a non-profit entity;


(g) For so long as the Mortgage Loan is outstanding, Owner and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.


(h) Subject to the HUD Regulatory Agreement, the Owner shall indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against the Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Owner's obligation to indemnify and hold the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Owner.

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

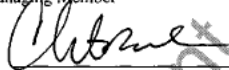
WITNESS/ATTEST:


Name:
Michelle King

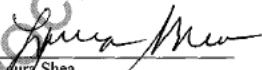

Darryl D. Applegate
Assistant Secretary

BWA-BROWNS MILLS, LLC,
a New Jersey limited liability company

By: **BWA-Browns Mills MM, LLC,**
a New Jersey limited liability company,
its Managing Member

By: 
Christopher R. Poulin
Authorized Signatory


**NEW JERSEY HOUSING AND MORTGAGE
FINANCE AGENCY**

By: 
Laura Shea
Chief of Legal and Regulatory Affairs


Unofficial Document

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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

 Burlington County Document Summary Sheet	
BURLINGTON COUNTY CLERK 50 RANOCAS RD MOUNT HOLLY NJ 08060 1317	Transaction Identification Number 5857428 7019105
	Recorded Document to be Returned by Submitter to: LT NATIONAL TITLE SERVICES INC 2 HUDSON PLACE, 5TH FLOOR HOBOKEN, NJ 07030
Official Use Only	Submission Date (mm/dd/yyyy) 01/21/2022
	No. of Pages (excluding Summary Sheet) 53
	Recording Fee (excluding transfer tax) \$555.00
	Realty Transfer Tax \$0.00
	Total Amount \$555.00
	Document Type MORTGAGE
	Electronic Recordation Level L2 - Level 2 (With Images)
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HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

 Burlington County Document Summary Sheet						
MORTGAGE	Type		MORTGAGE			
	Consideration		\$17,980,000.00			
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date		12/22/2021			
	Reference Info					
	Book ID		Book	Beginning Page	Instrument No.	Recorded/File Date
	MORTGAGOR		Name		Address	
			BWA-BROWNS MILLS LLC			
	MORTGAGEE		Name		Address	
		PRUDENTIAE HUNTOON PAIGE ASSOCIATES LLC				
Parcel Info						
Property Type		Tax Dist.	Block	Lot	Qualifier	
		29	528	24.01 X ADDL: PROGRAM		
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OMB Approval No. 2502-0586
(Exp. 9/30/2021)

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Recording requested by:

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**MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND
SECURITY AGREEMENT**
(New Jersey)

HUD Project Number: 035-35107
Project Name: Browns Mills Apartments

Previous editions are obsolete

HUD MF Security Instrument

HUD-94000M (6/18)

Book # 13591 Page # 4376 Inst. # 5724554

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**MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND
SECURITY AGREEMENT (NEW JERSEY)**

THIS MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT (NEW JERSEY), WHICH, FOR AS LONG AS THE LOAN IS INSURED OR HELD BY HUD, SHALL BE DEEMED TO BE THE MORTGAGE AS DEFINED BY PROGRAM OBLIGATIONS ("Security Instrument"), is made as of this the 22nd day of December, 2021, between BWA-Browns Mills, LLC, a limited liability company organized and existing under the laws of New Jersey, whose address is 33 Silver Street, Suite 200, Portland, ME 04101, as grantor, trustor and borrower (Borrower), to Prudential Huntoon Paige Associates, LLC as Lender (Lender), a limited liability company organized and existing under the laws of Delaware, whose address is 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201.

Borrower, in consideration of the indebtedness and the security interest created by this Security Instrument, irrevocably mortgages, grants, conveys and assigns to Lender and Lender's successors and assigns, with power of sale, the Mortgaged Property, including the Land located in Burlington County, State of New Jersey and described in Exhibit A attached to this Security Instrument, to have and to hold the Mortgaged Property unto Lender and Lender's successors and assigns.

THIS SECURITY INSTRUMENT IS EXECUTED TO SECURE TO LENDER the repayment of the Indebtedness evidenced by Borrower's Note payable to Lender dated as of the date of this Security Instrument, and maturing on April 1, 2063, in the principal amount of Seventeen Million Nine Hundred Eighty Thousand and No/100 Dollars (\$17,980,000.00) ("Loan"), and all renewals, extensions and modifications of the Indebtedness, and the performance of the covenants and agreements of Borrower contained in this Security Instrument and the Note.

Borrower represents and warrants that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered except for easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy issued to Lender contemporaneously with the execution and recordation of this Security Instrument and insuring Lender's interest in the Mortgaged Property. Borrower covenants that Borrower shall warrant and defend generally such title to the Mortgaged Property against all claims and demands, subject to said easements and restrictions.

Covenants. Borrower and Lender covenant and agree as follows:

1. DEFINITIONS. The definition of any capitalized term or word used herein can be found in this Security Instrument, and then if not found in this Security Instrument, then found in the Regulatory Agreement between Borrower and HUD,

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In the interest of brevity, the remainder of this agreement was omitted.

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APPENDIX I

**Proposed Amended Section 62, Mandatory Affordable Housing Set-Aside
Ordinance**

AN ORDINANCE OF THE TOWNSHIP OF PEMBERTON,
COUNTY OF BURLINGTON, STATE OF NEW JERSEY, AMENDING CHAPTER 62
AFFORDABLE HOUSING

Specific sections of Chapter 62 Affordable Housing shall be amended as set forth below.

Current text that is to be deleted shall be shown as a bold ~~strikeout~~. New text that is to be added shall be shown as bold underlined.

Section 62-1 Share of units.

The Township of Pemberton has a constitutional obligation to provide affordable housing to address its regional fair share of very-low-, low-, and moderate-income households in accordance with the Fair Housing Act. As Pemberton Township ~~is was~~ an Urban Aid municipality, the Township's ~~Prior Third Round~~ Obligation was determined to be zero units. ~~Pemberton Township's Third Round obligation, as part of the court mandated compliance process, was also determined to be zero units. The Township's Third Round Present Need was determined to be satisfied through 10 completed eligible rehabilitation credits. Because the Township is no longer an Urban Aid municipality, its Fourth Round obligation consists of a Present Need of 79 units and a Prospective Need of 79 units.~~

Section 62-2 Affordable housing requirements.

C. Affordable housing programs. The Township of Pemberton has determined that it will use the following mechanisms to satisfy its affordable housing obligations:

(1) Rehabilitation program.

- (a) The Township of Pemberton rehabilitation program shall be designed to renovate deficient housing units occupied by very-low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.
- (b) Both owner-occupied and renter-occupied units shall be eligible for rehabilitation funds. The Township may administer its own rehabilitation program, also known as a home improvement program, and the Township may also participate in Burlington County's housing rehabilitation program.

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- (c) All rehabilitated units shall remain affordable to very-low-, low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period will be enforced with a lien and for renter-occupied units the control period will be enforced with a deed restriction.
- (d) The Township of Pemberton shall dedicate an average of \$10,000 or more per unit for the units rehabilitated through this program, reflecting the minimum hard cost of rehabilitation for each unit.
- (e) The ~~Township of Pemberton~~ **governing body** shall designate one or more administrative agents to administer the rehabilitation program in accordance with N.J.A.C. 5:93, 5:96 and 5:97 and N.J.A.C. 5:80-26.1 et seq. The administrative agent(s) shall provide a rehabilitation manual for the owner occupancy and the rental occupancy rehabilitation program to be adopted by resolution of the governing body. The rehabilitation manual shall be available for public inspection in the office of the municipal clerk and in the office(s) of the administrative agent(s).
- (f) Units in a rehabilitation program shall be exempt from N.J.A.C. 5:97-9 and Uniform Housing Affordability Controls (UHAC), but shall be administered in accordance with the following:

[1] Rental of a rehabilitated unit is allowable under certain conditions subject to the approval by the Administrative Agent. The conditions that the Administrative Agent may consider when analyzing whether the rehabilitated unit may be rented out to a very-low-, low- or moderate-income household include, but are not limited to, the following conditions:

[a] Instances where, due to market conditions or other conditions, the owner is unable to find a buyer for the rehabilitated home within six months of completion; or

[b] If the owner is experiencing a hardship, which requires that the owner temporarily live in a different location.

The Administrator and Municipal Liaison shall identify a reasonable time limitation on the rental of the rehabilitated unit, such as a time frame not to exceed two years, as one of the requirements as part of any resulting approval to allow the unit to be rented.

~~[1]~~ **[2] If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the**

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~~end of controls on affordability, the deed restriction shall require~~
In the event it is determined that the rehabilitated unit may be rented, the **rehabilitated** unit **shall** ~~to~~ be rented to a **very low-**, low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to N.J.A.C. 5:97-9 and UHAC.

~~{2}~~ **{3}** If a **rehabilitated** unit is ~~renter-occupied~~ **rented**, ~~upon completion of the rehabilitation,~~ the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:97-9 and UHAC.

~~{3}~~ **{4}** Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

~~{4}~~ **{5}** Applicant and/or tenant households shall be certified as income eligible in accordance with N.J.A.C. 5:97-9 and UHAC, except that households in owner-occupied units shall be exempt from the regional asset.

(2) Inclusionary zoning.

(a) Phasing. In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

(b) Design. In inclusionary developments, to the extent possible, very-low-, low- and moderate-income units shall be integrated with the market units.

(c) Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.

(3) Payments in lieu.

(a) The standards for the collection of payments in lieu of constructing affordable units shall be in accordance with COAH's rules at N.J.A.C. 5:97-6.4.

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- (b) Payments in lieu of constructing affordable units shall only be permitted if:

[1] The Township wishes to use payments in lieu to address a fractional affordable housing unit; or

[2] No payment in lieu of construction shall be acceptable unless said payment is directed towards an approved municipally sponsored 100% affordable project, and the developer at the time of application can demonstrate that the payment in lieu will create an equivalent number of affordable units of the same type and meeting the same bedroom distribution and very-low income/low income/moderate income split that would be required on site, which units are otherwise consistent with the terms of the Settlement Agreement; and the units can be constructed on a schedule consistent with what would be required by N.J.A.C. 5:93-5.6(d) for on-site units.

- (c) The amount of the payments in lieu shall be either the actual off-site project construction costs, less the anticipated proceeds from the sale of the off-site unit or the capitalization of rental income, presented to and approved by the Board or Township, or shall be set by order of the court having jurisdiction over the affordable housing obligations of the Township. Where no actual off-site unit or where no such actual off-site project construction costs have been presented to the Board and no court order exists, the presumptive payment in lieu shall be \$~~2~~300,000 per unit.

- (d) The affordable housing requirement shall not be rounded.

D. New construction. For inclusionary projects located outside a redevelopment area, affordable units that are to be offered for sale shall have a minimum set-aside of 20% of the total number of units, and affordable units that are to be offered for rent shall have a minimum set-aside of 15% of the total number of units.

Affordable housing set-aside requirements for for-sale and rental units that are to be offered in inclusionary projects located within a redevelopment area shall be negotiated between Pemberton Township and the developers of these inclusionary projects in order to realize economic viability of the projects. The following general guidelines apply to all newly constructed developments that contain very-low-, low- and moderate-income housing units, including any currently unanticipated future developments that will provide very-low-, low- and moderate-income units:

- (1) Low/moderate split and bedroom distribution of affordable housing units:

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- (a) The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
 - (b) In each affordable development, at least 50% of the restricted units within each bedroom distribution shall be low-income units. Thirteen percent of all affordable units shall be very-low-income units. The very-low-income units shall count as a portion of the share of low-income units.
 - (c) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - [1] The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total affordable units;
 - [2] At least 30% of all affordable units shall be two-bedroom units;
 - [3] At least 20% of all affordable units shall be three-bedroom units; and
 - [4] The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.
- (2) Accessibility requirements.
- (a) The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7 and 5:97-3.14.
 - (b) All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - [1] An adaptable toilet and bathing facility on the first floor;
 - [2] An adaptable kitchen on the first floor;
 - [3] An interior accessible route of travel on the first floor;
 - [4] An interior accessible route of travel shall not be required between stories within an individual unit;
 - [5] An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

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[6] An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7 and 5:97-3.14, or evidence that the Township of Pemberton has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:

[a] Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

[b] To this end, the builder of restricted units shall deposit funds within the Township of Pemberton Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.

[c] The funds deposited under Subsection D(2)(b)[6][b] above shall be used by the Township of Pemberton for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

[d] The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Township of Pemberton.

[e] Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7 and 5:97-3.14, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township of Pemberton Affordable Housing Trust Fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

[f] Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7 and 5:97-3.14.

(3) Maximum rents and sales prices.

- (a) In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and

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utilizing the regional income limits established by the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD. Regional income limits established by the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD as provided by either the Affordable Housing Professionals of New Jersey or a State agency that assumes the responsibility for generating the regional income limits may be utilized for the purposes of Affordable Housing Administration in Pemberton Township.

- (b) The maximum rent for restricted-rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted very-low, low- and moderate-income units shall be affordable to households earning no more than 52% of median income.
- (c) The developers and/or municipal sponsors of restricted-rental units shall establish at least one rent for each bedroom type for very-low-, low-income and moderate-income units.

[1] At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.

- (d) The maximum sales price of restricted-ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for restricted-ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income-ownership units must be available for at least two different prices for each bedroom type.
- (e) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:

[1] A studio shall be affordable to a one-person household;

[2] A one-bedroom unit shall be affordable to a one-and-one-half-person household;

[3] A two-bedroom unit shall be affordable to a three-person household;

[4] A three-bedroom unit shall be affordable to a four-and-one-half-person household; and

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[5] A four-bedroom unit shall be affordable to a six-person household.

- (f) In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:

[1] A studio shall be affordable to a one-person household;

[2] A one-bedroom unit shall be affordable to a one-and-one-half-person household; and

[3] A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

- (g) The initial purchase price for all restricted-ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- (h) The initial rent for a restricted-rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- (i) The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
- (j) The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low-income housing tax credit regulations shall be indexed pursuant to the regulations governing low-income housing tax credits.

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- (k) Utilities. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by HUD for its Section 8 program.

(4) **Mandatory affordable housing set-aside.**

- (a) **Background. The State of New Jersey has a long-standing and well-established commitment to maximizing the opportunities for the development of housing affordable for very-low-, low-, and moderate-income households.**

The provision of "safe, decent and attractive housing that [lower-income households] can afford serves the community's interest in achieving an integrated, just and free society and promotes the general welfare of all citizens." De Simone v. Greater Englewood Hous. Corp., 56 N.J. 428, 441 (1970).

Notably, in the Mount Laurel decisions, the New Jersey Supreme Court held that the state's Constitution makes it "plain beyond dispute that proper provision for adequate housing of all categories of people is certainly an absolute essential in promotion of the general welfare required in all local land use regulation." S. Burlington Cty. NAACP v. Mount Laurel, 67 N.J. 151, 179 (1975) (Mount Laurel I).

The Court thus found that "each . . . municipality [must] affirmatively . . . plan and provide, by its land use regulations, the reasonable opportunity for an appropriate variety and choice of housing, including, of course, low and moderate cost housing, to meet the needs, desires and resources of all categories of people who may desire to live within its boundaries." S. Burlington City. NAACP v. Mount Laurel, 67 N.J. 151, 179 (1975) (Mount Laurel I).

The New Jersey Legislature itself affirmed this commitment when it enacted the Fair Housing Act of 1985, which established that it is in the state's interest "to maximize the number of low and moderate income units by creating new affordable housing and by rehabilitating existing, but substandard, housing in the State." N.J.S.A. 52:27D-302.

Accordingly, the New Jersey Supreme Court has determined that "[a]ffordable housing is a goal that is no longer merely implicit in the notion of the general welfare. It has been expressly recognized as a governmental end and codified under the FHA." Holmdel Builders Ass'n v. Holmdel, 121 N.J. 550, 567 (1990).

Since then, New Jersey's courts have consistently recognized that "[t]he public policy of this State has long been that persons with low and

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moderate incomes are entitled to affordable housing," and furthermore that those policies do not end when a municipality has satisfied its minimum obligation under the FHA because "[t]here cannot be the slightest doubt that shelter, along with food, are the most basic human needs.'" Homes of Hope, Inc. v. Eastampton Tp. Land Use Planning Bd., 409 N.J. Super. 330, 337 (App. Div. 2009) (quoting Mount) Laurel I, 67 N.J. at 178).

(b) Affordable housing set-aside.

(1) A mandatory affordable housing set-aside requirement shall apply to any residential development, including the residential portion of a mixed-use project, which consists of five or more new residential units at six or more units per acre and that results from any use or density variance pursuant to N.J.S.A. 40:55D-70d.

(2) A mandatory affordable housing set-aside requirement shall apply to any residential development, including the residential portion of a mixed-use project, which consists of 50 or more new residential units at six or more units per acre that results from any rezoning or the adoption of a new or amended, redevelopment/rehabilitation plan.

(3) For non-Pinelands Commission areas, the set-aside shall be 20% where the affordable units are provided for for-sale and 15% where the affordable units are provided for rental. For Pinelands Commission areas the set aside shall be 20% for for-sale and rental affordable units.

(c) Additional incentives for affordable housing. A developer subject to the mandatory affordable housing set-aside may request, and the appropriate approving authority may, at its discretion, grant, additional incentives for affordable housing, including, but not limited to, a density bonus, a reduction in the off-street parking spaces otherwise required, and/or a reduction in the minimum setback requirements.

(d) Other terms applicable. The following terms shall apply to any residential development subject to the mandatory affordable housing set-aside:

(1) All subdivision and site plan approvals of qualifying developments shall be conditioned upon compliance with the provisions of the mandatory affordable housing set-aside.

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- (2) No subdivision shall be permitted or approved for the purpose of avoiding compliance with the mandatory affordable housing set-aside. A developer may not, for example, subdivide a project into two lots and then plan each of them to produce a number of units below the threshold. The approving authority may impose any reasonable conditions to ensure such compliance.
- (3) In the event the number of affordable housing units to be provided includes a fraction, the number shall be rounded up if the fractional amount is 0.5 or greater and rounded down if the fractional amount is less than 0.5. The developer shall provide a payment in lieu of constructing affordable units for the fraction of a unit less than 0.5. The payment in lieu shall be based on the amounts established in N.J.A.C. 5:97-6.4(c).
- (4) All affordable units created shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that 13% of the affordable units shall be required to be restricted for very-low-income households earning 30% or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA").
- (5) At least 50% of the affordable units within each bedroom distribution shall be affordable to low-income households, inclusive of the at least 13% of units affordable to very-low-income households.
- (6) The very-low-income affordable units shall be proportionately distributed within each bedroom distribution. In a family non-age-restricted development, at no time shall the number of one-bedroom very-low-income units exceed the number of three-bedroom very-low-income units.
- (7) Affordable units shall be integrated with the market-rate units on-site, and the affordable units shall not be concentrated in separate buildings or in separate areas from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market-rate units. The affordable units shall also be of the same type as the market-rate units (e.g., if the market-rate units are non-age-restricted family units, the affordable units shall be non-age-restricted family units as well). The residents of the affordable units shall have full and equal access to all of the

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amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.

- (8) **Affordable units shall be subject to affordability controls for at least 40 years from the date of initial occupancy and affordable deed restrictions as otherwise provided for by UHAC, with the sole exception that very-low-income shall be defined as at or below 30% of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the municipality, in its sole discretion, takes action to extend or release the unit from such controls after at least 40 years.**
- (9) **Construction of the affordable and market units shall be phased in compliance with N.J.A.C. 5:93-5.6(d).**
- (10) **Affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.**
- (11) **The mandatory affordable housing set-aside shall not give any developer the right to any rezoning, variance, redevelopment designation or redevelopment or rehabilitation plan approval, or any other such relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation, redevelopment or rehabilitation plan approval, or other such or further relief.**
- (12) **No developer may make a payment in lieu of constructing affordable units on-site, except for fractional units as noted above.**
- (13) **Nothing herein precludes the municipality from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to these provisions.**
- (e) **Severability. If any article, section, subsection, sentence, clause or phrase of this subsection is, for any reason, held by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the remaining portions of this subsection, and they shall remain in full force and effect and shall be deemed valid and effective.**
- (f) **Inconsistencies. In the event of any inconsistencies between the provisions of this subsection and any prior ordinance of the municipality, the provisions hereof shall be determined to govern, and those inconsistent provisions shall be repealed to the extent of such inconsistency.**

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- (g) **Referral to planning board. A copy of this subsection shall be referred to the Land Use Board following its introduction for review pursuant to N.J.S.A. 40A:55D-26a.**
- (h) **Effective date and scope. This subsection shall take effect upon its passage and publication, filing with the Burlington County Planning Board, and as otherwise provided for by law. The provisions of this subsection shall be applicable within the entire municipality upon final adoption and shall become a part of the Code once completed and adopted.**
- E. The following general guidelines apply to all developments that contain very-low-, low- and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units:
- (1) Affirmative marketing requirements.
 - (a) The Township ~~of Pemberton~~ **Council** shall adopt by resolution an affirmative marketing plan, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
 - (b) The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 5 and covers the period of deed restriction.
 - (c) The affirmative marketing plan shall provide a regional preference for all households that live and/or work in Housing Region 5 comprised of Burlington, Camden, and Gloucester Counties.
 - (d) An administrative agent designated by the Township ~~of Pemberton~~ **Council**, or as appointed by the developer, sponsor, or owner of affordable housing as it pertains to individual affordable housing projects, shall assure the affirmative marketing of all affordable units is consistent with the affirmative marketing plan for the municipality.

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- (e) In implementing the affirmative marketing plan, the administrative agent shall provide a list of counseling services to very-low-, low- and moderate-income applicants on subjects such as budgeting, credit, issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
 - (f) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
 - (g) The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Pemberton.
- (2) Occupancy standards.
- (a) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the administrative agent shall strive to provide an occupant for each bedroom;
 - (b) Additional provisions related to occupancy standards (if any) shall be provided in the municipal operating manual.
- (3) Control periods for restricted-ownership units and enforcement mechanisms.
- (a) Control periods for restricted-ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted-ownership unit shall remain subject to the requirements of this section until the Township of Pemberton elects to release the unit from such requirements, however, and prior to such an election, a restricted-ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least ~~30~~ **40** years.
 - (b) The affordability control period for a restricted-ownership unit shall commence on the date the initial certified household takes title to the unit.
 - (c) Prior to the issuance of the initial certificate of occupancy for a restricted-ownership unit and upon each successive sale during the period of restricted ownership, the administrative agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair-market value of the unit based on either an appraisal or the unit's equalized assessed value.

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- (4) Price restrictions for restricted-ownership units, homeowner association fees and resale prices. Price restrictions for restricted-ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:
 - (a) The initial purchase price for a restricted-ownership unit shall be approved by the administrative agent.
 - (b) The administrative agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
 - (c) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income-unit owners and the market-unit owners.
 - (d) The owners of restricted-ownership units may apply to the administrative agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.
- (5) Buyer income eligibility.
 - (a) Buyer income eligibility for restricted-ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income-ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income-ownership units shall be reserved for households with a gross household income less than 80% of median income.
 - (b) The administrative agent shall certify a household as eligible for a restricted-ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33% of the household's certified monthly income.
- (6) Limitations on indebtedness secured by ownership unit; subordination.

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- (a) Prior to incurring any indebtedness to be secured by a restricted-ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
 - (b) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted-ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C. 5:80-26.6(b).
- (7) Control periods for restricted-rental units.
- (a) Control periods for restricted-rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted-rental unit shall remain subject to the requirements of this section until the Township of Pemberton elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted-rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least ~~30~~ 40 years.
 - (b) Deeds of all real property that include restricted-rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Burlington. A copy of the filed document shall be provided to the administrative agent within 30 days of the receipt of a certificate of occupancy.
 - (c) A restricted-rental unit shall remain subject to the affordability controls of this section, despite the occurrence of any of the following events:
 - [1] Sublease or assignment of the lease of the unit;
 - [2] Sale or other voluntary transfer of the ownership of the unit; or
 - [3] The entry and enforcement of any judgment of foreclosure.
- (8) Price restrictions for rental units; leases.
- (a) A written lease shall be required for all restricted-rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as

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stated on the lease. A copy of the current lease for each restricted-rental unit shall be provided to the administrative agent.

- (b) No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the administrative agent.
- (c) Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the administrative agent to be applied to the costs of administering the controls applicable to the unit as set forth in this section.

(9) Tenant income eligibility.

- (a) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

[1] Very-low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.

[2] Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.

[3] Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.

- (b) The administrative agent shall certify a household as eligible for a restricted-rental unit when the household is a very-low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the households eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

[1] The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

[2] The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

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[3] The household is currently in substandard or overcrowded living conditions;

[4] The household documents the existence of assets with which the household proposes to supplement the rent payments; or

[5] The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the administrative agent and the owner of the unit.

(c) The applicant shall file documentation sufficient to establish the existence of the circumstances in Subsection E(9)(b)[1] through [5] above with the administrative agent, who shall counsel the household on budgeting.

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APPENDIX J

**Township Council Resolution #120-2025 Affordable Housing
Administrative Agent and Housing Liaison**

**TOWNSHIP OF PEMBERTON
RESOLUTION NO. 120-2025**

**APPOINTING AN ADMINISTRATIVE AGENT TO THE AFFORDABLE
HOUSING PROGRAM AND AN ADMINISTRATIVE LIAISON TO THE
AFFORDABLE HOUSING PROGRAM**

WHEREAS, the Township of Pemberton, County of Burlington, State of New Jersey (hereinafter referred to as "Township") has been advised of the need to appoint an Administrator and a municipal liaison to the Township Affordable Housing program; and

WHEREAS, the Township currently has an excess of 1.4 million dollars in the Affordable Housing Trust Fund, to be utilized to provide services to Township residents who qualify under the Rehabilitation Program; and

WHEREAS, the Township has been advised and recommended that it needs to appoint an Administrator and a Municipal Liaison to the Affordable Housing Program, in order to insure that the funds are properly applied for, granted, overseen, etc.; and

WHEREAS, the appointments for the Administrator and Municipal Liaison to the Affordable Housing Program are permitted and mandated pursuant to Chapter 62 of the Township Code.

NOW THEREFORE BE IT RESOLVED, this 19th day of March 2025, by the Township Council of the Township of Pemberton, County of Burlington, State of New Jersey as follows:

1. Patricia Everett is hereby appointed as Administrator of the Affordable Housing Program. She will be granted a stipend for 2025 in the amount of \$15,000.00.
2. Rosemary Flaherty is hereby appointed as Municipal Liaison to the Affordable Housing Program. She will be granted a stipend for 2025 of \$5,000.00.
3. The Township authorizes and directs the Mayor and Township Clerk to execute any and all necessary documents to implement the intent of this resolution.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the following:

1. Jack Tompkins, Mayor
2. Jerry J. Dasti, Esquire
3. Joshua Ward, Council President
4. CD Director

ATTEST:

I herein certify that the foregoing resolution was adopted by the governing body of Pemberton Township on March 19, 2025.


Amy P. Cosnoski, RMC, Township Clerk

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