

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

RESOLUTION #20-53

**A RESOLUTION AUTHORIZING EXECUTION OF
CONTRACT FOR RENEWAL OF AFFORDABLE ACCESSORY APARTMENT**

WHEREAS, the Township entered into an Agreement on July 30, 2009 with William Rich of Richly Properties, Owner of 7 Washington Crossing-Pennington Road, Titusville, also known as Lot 20 in Block 69 on the Hopewell Township Municipal Tax Map; that permitted the Owner to create an approximately 600 square foot, second floor accessory apartment on the Property as a moderate income affordable housing unit for a period of ten years in accordance with the Hopewell Township accessory apartment ordinance; and,

WHEREAS, the Township agreed to provide the Owner with a subsidy payment in the amount of \$20,000 to assist with the physical construction of the accessory apartment, in exchange for the ten-year control period; and,

WHEREAS, the Owner is desirous of renewing the 2009 Agreement, and the Township is willing to subsidize the additional ten-year deed-restriction with a payment of \$15,000 from the Affordable Housing Trust Fund so that the Owner can perform home improvements to the property; and,

WHEREAS, the renewal of the accessory apartment agreement and ten-year control period is in accordance with the Hopewell Township accessory apartment ordinance, Section 17-219, and consistent with the Hopewell Township Housing Plan Element and Fair Share Plan adopted on July 18, 2019; and,

WHEREAS, the Township wishes, therefore, to authorize the execution of an Agreement Renewal to facilitate any upgrade to the accessory apartment and renewal of the ten-year control period; and,

WHEREAS, the Township wishes to fund the upgrade of the accessory apartment and renewed ten-year period of controls with Hopewell Township Affordable Housing Trust Fund monies, conditioned upon the Owner's compliance with the NJ Fair Share Housing Act and promulgating rules and regulations, and with the provisions of the Hopewell Township accessory apartment ordinance, as the same may be amended, including but not limited to, the recording of required deed restrictions.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey as follows:

1. The Mayor and Clerk of the Township Hopewell are hereby authorized and directed to execute an Agreement Renewal, in substantially the same form as the Agreement Renewal attached hereto, for the upgrade and renewal of an accessory apartment unit for a moderate income household on Lot 20 in Block 69, Hopewell Township Municipal Tax Map. Any substantive changes to the attached Agreement shall be reviewed and approved by the Hopewell Township Affordable Housing Attorney.
2. The expenditure of \$15,000 from the Hopewell Township Affordable Housing Trust Fund is authorized for the upgrade of the accessory apartment and in exchange for an additional ten-year period of affordable housing controls, or Deed Restrictions, in accordance with the terms and conditions of the Agreement, and all applicable COAH rules and regulations and the Hopewell Township accessory apartment ordinance, as the same may be amended.
3. The Mayor and Clerk of the Township Hopewell are hereby authorized and directed to execute the renewal of the Deed Restriction for a ten-year period, in substantially the same form as the Deed Restriction attached hereto. Any substantive changes to the attached Deed Restriction shall be reviewed and approved by the Hopewell Township Affordable Housing Attorney.
4. A certified true copy of this Resolution shall be furnished upon its adoption to the Hopewell Township Affordable Housing Counsel and Affordable Housing Committee.

Date Adopted: January 27, 2020

CERTIFICATION

I, Laurie E. Gompf, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 27th day of January, 2020, in the Municipal Building, Hopewell Township, New Jersey.



Laurie E. Gompf, RMC, CMC
Municipal Clerk

Deed Restriction
To Accessory Apartment Rental Property
With Covenants Restricting Rentals, Conveyances and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, is entered into as of this ____ day of _____, 2020, by and between:

William Rich and Richly Properties, LLC, having an address at 7 Washington Crossing-Pennington Road, Pennington, New Jersey (the "Owner"), and

Township of Hopewell, having an address at 201 Washington Crossing-Pennington Road, Titusville, New Jersey (the "Township"),

WITNESSETH

Article I. Consideration. In consideration of the subsidies received by the Owner from the Township for the development of an accessory apartment rental unit (the "Accessory apartment") located on certain real property owned in fee simple by the Owner, described below, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements specifically described below.

Article II. Description of Property. The property that is the subject of this Deed Restriction consists of all of the land and a portion of the improvements thereon, that is located in the Township of Hopewell, County of Mercer and State of New Jersey, designated as Lot 20 in Block 69, Hopewell Township Tax Map, and known by the street address 7 Washington Crossing-Pennington Road, Pennington, New Jersey, designated on the municipal tax map of the Township of Hopewell as Lot 20 in Block 69 (the "Property"). The Property is described in Exhibit A attached hereto and made a part hereof, and the Accessory Apartment is shown on Exhibit B, attached hereto and made a part hereof.

Article III. Affordable Housing Covenants. The following covenants ("Covenants") shall run with the land for a period of ten (10) years, beginning on the date of this agreement, for the rental of the Accessory Apartment by an income-eligible household, and ending after the expiration of the ten (10) year period ("Control Period").

- A. Sale, rental and use of the Accessory Apartment is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*) ("Uniform Controls").
- B. The Accessory Apartment shall be used solely for the purpose of providing an affordable housing rental dwelling unit for income-qualified households, as defined by applicable State and local laws and regulations governing affordable housing as the same may now exist or be amended and supplemented from time to time, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Township's administrative agent. For as long as the Property remains within the Control Period, sale of the Property shall be expressly subject to this Deed Restriction. Deeds of conveyance for the Property must have this Deed Restriction appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township's administrative agent.

- C. No improvements may be made to the Accessory Apartment that would affect the bedroom configuration of the dwelling unit, and any improvements to the Accessory Apartment must be approved in advance and in writing by the Township's administrative agent.
- D. The Owner shall notify the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.


Article IV. Foreclosure. This Deed Restriction shall not be terminated in the event of a Judgment of Foreclosure on the Property that includes the Accessory Apartment. An Execution of Foreclosure Sale shall not result in a release of the Accessory Apartment from the provisions and restrictions of this Deed Restriction.

Article V. Remedies for Breach of Affordable Housing Covenants. A breach of the Covenants will cause irreparable harm to the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

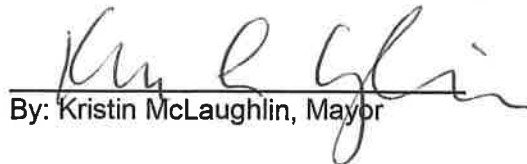
- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest or other owner of the Property, the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Witness/Attest:


 Laurie Gompf, Clerk

TOWNSHIP OF HOPEWELL, a municipal corporation of the State of New Jersey


 By: Kristin McLaughlin, Mayor

 William Rich, (Title)
 Richly Properties, LLC

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)
COUNTY OF MERCER)SS

I CERTIFY that on _____, 2020, Laurie Gompf personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the Clerk of THE TOWNSHIP OF HOPEWELL, a municipal corporation of the State of New Jersey, the corporation named in this deed:
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is Kristin McLaughlin, Mayor;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its governing body;
- (d) this person knows the proper seal for the corporation which was affixed to this deed;
- (e) this person signed this proof to attest to the truth of these facts.

Laurie Gompf, Clerk

Signed and sworn to before me

On _____, 2020

Notary Public

STATE OF NEW JERSEY)
COUNTY OF MERCER)SS

I CERTIFY that on _____, 2020, WILLIAM RICH personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is named in and personally signed this document; and (b) signed, sealed and delivered this document as his act and deed.

Exhibit "A"

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Hopewell, County of Mercer,
State of New Jersey, and being more particularly described as follows:

Being Lot No. 20 on a map or plan of Lots of Charles and Frances Totten, said map or plan being the plan of lots on the northerly side of the Washington Crossing-Pennington Road, the beginning point being distant easterly 313.82 feet along a curve bearing to the left, and having a radius of 2834.9 feet and then along the aforesaid northerly side North 81 degrees 59 minutes 42 seconds East 337.42 feet from a point, which is at the intersection of the northerly line of the Washington Crossing-Pennington Road with the southeasterly line of land of Margaret L. Johnson, said point being distant 95.48 feet measured on North 59 degrees 42 minutes 26 seconds East from the New Jersey Geodetic Control Survey Monument %5175 and said point having co-ordinate of East 1,964,991.71 and north 536,986.64 shown on said plan and running thence

(1) North 81 degrees 59 minutes 42 seconds East along the northerly side of the Washington Crossing-Pennington Road 100 feet to a point, corner to Lot No. 1; thence

(2) North 81 degrees 59 minutes 42 seconds West 100 feet to a point, corner to Lot 1, 450.02 feet to a point,
corner to Lot No. 1; thence

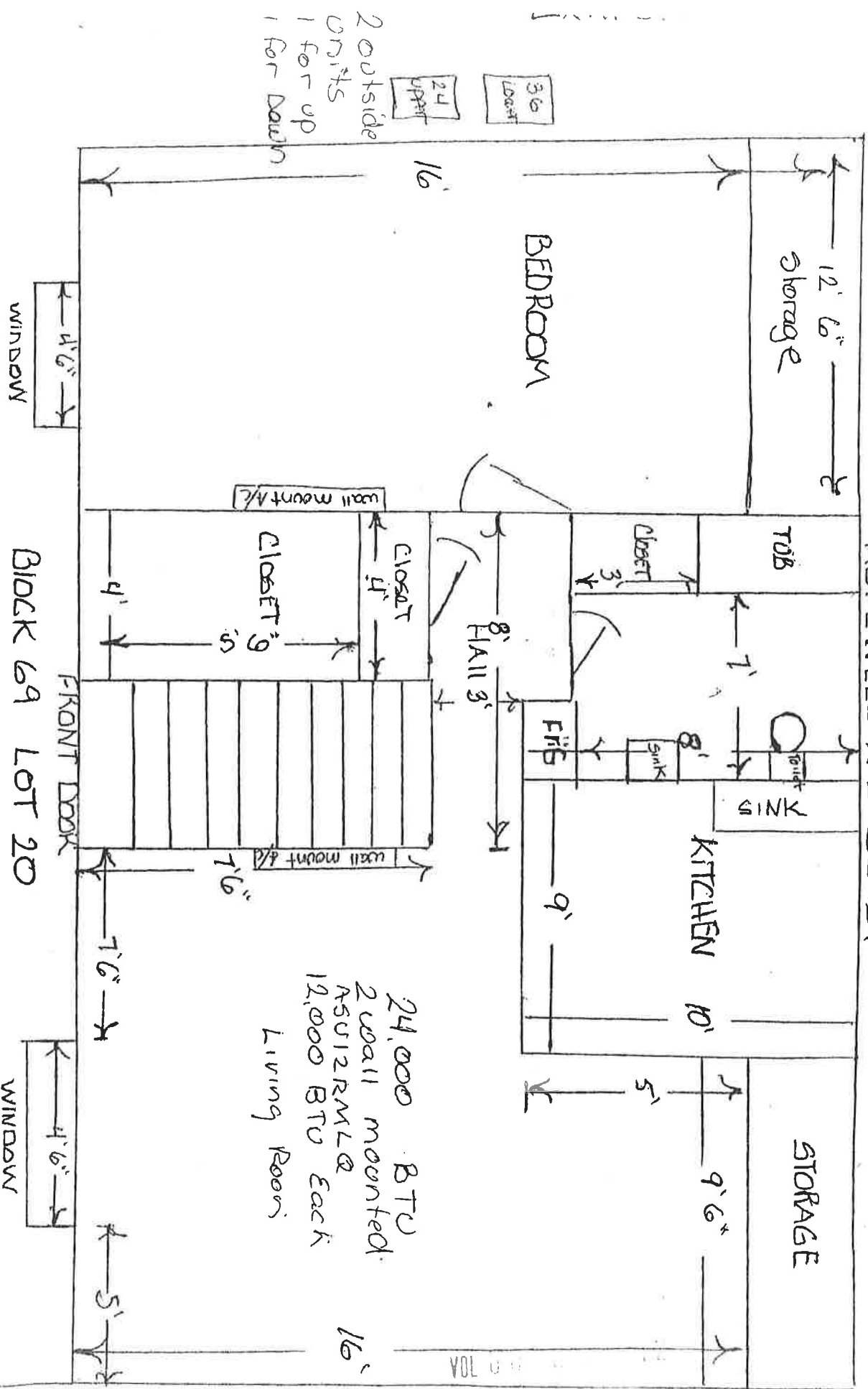
(3) South 81 degrees 59 minutes 42 seconds West 100 feet to a point, corner to Lot No. 3; thence

(4) South 8 degrees 00 minutes 18 seconds East, along the easterly side of Lot 3, 450.02 feet to the point and
place of Beginning.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 20 in Block 69 on the Township of Hopewell Tax Map

UPPER LEVEL

7 WASHINGTON CROSSINGS DENYINGSTON RD
 HOPEWELL VT 08534



WILLIAM RICH
 109 BLACKWELL RD
 DENYINGSTON VT 08534

Block 69 Lot 20

Exhibit "B"

TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY

AGREEMENT RENEWAL

This Agreement Renewal is made and dated this ___ day of _____, 2020 by and between the Township of Hopewell, in Mercer County, a municipal corporation of the State of New Jersey, having an address at 201 Washington Crossing-Pennington Road, Titusville, New Jersey (the "Township") and William Rich of Richly Properties, having an address at 109 Blackwell Road, Pennington, New Jersey (the "Owner").

WHEREAS, the Owner is the fee simple owner of certain real property with a location of 7 Washington Crossing-Pennington Road, designated as Lot 20 in Block 69 on the Hopewell Township Municipal Tax Map (the "Property"); and,

WHEREAS, the Township and Owner entered into an Agreement on July 30, 2009, that permitted the Owner to create an approximately 600 square foot, second floor accessory apartment on the Property as a moderate income affordable housing unit for a period of ten years, in accordance with the Hopewell Township accessory apartment ordinance. In exchange for this ten-year deed restriction, the Township agreed to provide the Owner with a subsidy payment in the amount of \$20,000 to assist with the physical construction of the accessory apartment; and,

WHEREAS, the Owner is desirous of renewing the 2009 Agreement, and the Township is willing to subsidize the additional ten-year deed-restriction with a payment of \$15,000 from the Affordable Housing Trust Fund so that the Owner can perform home improvements to the property; and,

WHEREAS, the Owner agrees to a Township inspection of the accessory apartment unit to confirm the Property meets the standards set forth in the International Property Maintenance Code and the Township Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Township and the Owner agree as follows:

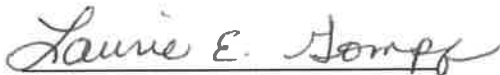
1. The Owner agrees to execute the necessary documents prepared by the Township to deed-restrict the accessory apartment for an additional ten years in accordance with the requirements and conditions of the Hopewell Township Accessory Apartments ordinance, Section 17-219, and all affordable housing rules and regulations applicable to accessory apartments, and any future amendments thereto.
2. The Owner agrees that any future tenant must be pre-qualified by the Hopewell Township Administrative Agent in accordance with the applicable ordinances and regulations.
3. The Township agrees to make a one-time payment to the Owner in the amount of \$15,000 in exchange for renewing the 2009 Agreement Renewal for an additional ten years and so that Owner can perform home improvements to the property.
4. The Township will inspect the unit. If the Township finds that any condition of the subject unit does not meet the standards set forth in the International Property Maintenance Code and the Township Code, the Township shall notify the owner in writing. The Owner shall be obligated to repair/remediate said conditions so that same shall comply with the Code standards.

5. The Township and Owner agree that the following actions must be completed to implement this Agreement Renewal:

- a. A resolution adopted by the Hopewell Township Committee approving the Agreement Renewal.
- b. The proper execution of a deed-restriction on the Property, recorded in the Mercer County Clerk's office.
- c. The Township's inspection of the accessory apartment unit and written confirmation that the Property meets the standards set forth in the International Property Maintenance Code.
- d. The Township's payment of \$15,000 to the Owner.

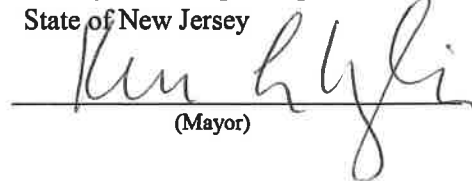
6. The parties hereto agree to make a good faith effort to complete the above actions by February 28, 2020.

WITNESS/ATTEST:



(Township Clerk)

The Township of Hopewell, in Mercer
County, a municipal corporation of the
State of New Jersey



(Mayor)

William Rich, Owner and (title) of
Richly Properties, LLC

LBW 12/5/2019

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