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RESOLUTION OF FINDINGS AND CONCLUSIONS

ZONING BOARD OF ADJUSTMENT
OF THE CITY OF ATLANTIC CITY

RESOLUTION #27 OF 2023

APPLICATION OF AWAKEN NJ GROUP, LLC
725-727 ARCTIC AVENUE
BLOCK 310.03, LOTS 16 & 17
CITY OF ATLANTIC CITY
HEARING DATE: OCTOBER 26, 2023

DETERMINATION TO APPROVE APPLICATION FOR EXTENSION OF APPROVAL AND CONFIRMATION OF SUCCESSOR IN INTEREST

WHEREAS, this matter having been heard by the Zoning Board of Adjustment of Atlantic City on October 26, 2023, upon the application of Awaken NJ Group, LLC, with regard to and approval previously granted by the Atlantic City Planning Board as memorialized in Resolution 8-2019 allowing a new two-unit side-by-side residential duplex; and

WHEREAS, Applicant was represented by Brian Callaghan, Esq.; and

WHEREAS, Applicant submitted an application dated July 31, 2023 together with copy of the previous memorializing Resolution No. 8-2019; and

WHEREAS, Applicant has represented that they are the successor in interest to the original developer, LAJ Elite Homes, LLC from whom they purchased the subject property by deed dated May 25, 2023; and

WHEREAS, Applicant has submitted an application requesting confirmation that the approval is valid to them and extending the duration of said approval; and

WHEREAS, the Board considered the argument presented by the attorney for Applicant and reviewed the deed, and it is the Board's opinion that the approval does warrant confirmation and that it is extended to January 1, 2025 and that the approval is valid as to the new owner Awaken NJ Group, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the City of Atlantic City on this 26th day of October, 2023 that after hearing the argument presented by the attorney for Applicant and having reviewed the deed into Applicant, it is the opinion of the Board that the approval does warrant confirmation, that the approval is extended to January 1, 2025, and that the approval is valid as to the new owner Awaken NJ Group, LLC.

MOTION BY: JORDAN

SECONDED BY: LONGCRIER

ROLL CALL VOTE: SEVEN (7) in Favor, (0) Opposed

Those in Favor: MAYFIELD, LONGCRIER, JORDAN, KURTZ, HUSAEEN, FEDORKO, DALY

Those Opposed: None

BY: Arelene Wilkerson
ARELENE WILKERSON, SECRETARY
ZONING BOARD OF ADJUSTMENT
OF THE CITY OF ATLANTIC CITY

BY: [signature]
TORRES MAYFIELD, CHAIRMAN
ZONING BOARD OF ADJUSTMENT
OF THE CITY OF ATLANTIC CITY

Dated: Nov. 30, 2023

A. Settlement Statement (HUD-1)

B. Type of Loan			
1. ☐ FHA 2. ☐ RHS 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Fin 7. ☐ Cash Sale.	6. File Number NJ22110003	7. Loan Number 6723122102	8. Mortgage Ins Case Number

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

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
3809 Ventnor Ave 16 LLC, By: Yossef Hazut, Member , See Addendum	,	Velocity Commercial Capital, LLC, its successors and/or assigns, ATIMA 30699 Russell Ranch Road, Suite 295 Westlake Village, CA 91362
G. Property Location 3809 Ventnor Avenue Unit #C, Unit #1, Unit #2, Unit #3, Unit #4, Unit #5 & Unit #6 Atlantic City, NJ 08401	H. Settlement Agent Name Boston National Title Agency, LLC 400 Rouser Road, Suite 500 Coraopolis, PA 15108 800-940-7005 Underwritten By: Westcor Land Title Insurance Company	I. Settlement Date 12/28/2022 Fund: 1/2/2023
	Place of Settlement Boston National - POST CLOSING 400 Rouser Rd, Suite 500 Coraopolis, PA 15108	

J. Summary of Borrower's Transaction	
100. Gross Amount Due from Borrower	
101. Contract sales price	
102. Personal property	
103. Settlement charges to borrower	$78,195.43
104. Payoff to Fay Servicing, LLC good through 1/5/23	$58,375.08
105. Payoff to Prajakta Harshe good through 1/1/23	$25,725.00
Adjustments for items paid by seller in advance	
106. City/Town taxes	
107. County property taxes	
108. HOA/Condo Fees	
109.	
110.	
111.	
112.	
113.	
114.	
115.	
116.	
120. Gross Amount Due From Borrower	$162,295.51
200. Amounts Paid By Or in Behalf Of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	$730,100.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/Town taxes	
211. County property taxes	
212. HOA/Condo Fees	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid By/For Borrower	$730,100.00
300. Cash At Settlement From/To Borrower	
301. Gross Amount due from borrower (line 120)	$162,295.51
302. Less amounts paid by/for borrower (line 220)	$730,100.00
303. Cash To Borrower	$567,804.49

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/Town taxes	
407. County property taxes	
408. HOA/Condo Fees	
409.	
410.	
411.	
412.	
413.	
414.	
415.	
416.	
420. Gross Amount Due to Seller	$0.00
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of First Mortgage Loan to	
505. Payoff of Second Mortgage Loan to	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/Town taxes	
511. County property taxes	
512. HOA/Condo Fees	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	$0.00
600. Cash At Settlement To/From Seller	
601. Gross Amount due to seller (line 420)	$0.00
602. Less reductions in amt. due seller (line 520)	$0.00
603. Cash Seller	$0.00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

POC (B) -- Paid Outside of Closing by Borrower. POC (S) -- Paid Outside of Closing by Seller. POC (L) -- Paid Outside of Closing by Lender.

L. Settlement Charges

Item		Payee	Amount	Reference	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees			$0.00			
Division of Commission (line 700) as follows:						
701.	to					
702.	to					
703. Commission Paid at Settlement					$0.00	$0.00
800. Items Payable in Connection with Loan						
801. Our origination charge			$29,204.00	(from GFE #1)		
802. Your credit or charge (points) for the specific rate chosen			$0.00	(from GFE #2)		
803. Your adjusted origination charges	to	FELLAS FIX IT LLC, Its Successors and/or Assigns, ATIMA		(from GFE A)	$29,204.00	
804. Appraisal Fee	to			(from GFE #3)		
805. Credit report	to			(from GFE #3)		
806. Tax service	to			(from GFE #3)		
807. Flood certification	to			(from GFE #3)		
808. PROCESSING FEE	to	FELLAS FIX IT LLC, Its Successors and/or Assigns, ATIMA			$1,495.00	
809. UNDERWRITING FEE	to	Velocity Commercial Capital, LLC, its successors and/or assigns, ATIMA			$4,995.00	
810. PREPAY YEARS BUY DOWN	to	Velocity Commercial Capital, LLC, its successors and/or assigns, ATIMA			$7,301.00	
900. Items Required by Lender To Be Paid in Advance						
901. Daily interest charges from 12/28/2022 to 1/1/2023 @ $230.4885/day				(from GFE #10)	$921.95	
902. Mortgage Insurance Premium for months	to			(from GFE #3)		
903. Homeowner's insurance for 1 years	to	Briarwood Insurance Service		(from GFE #11)	$17,664.00	
904. FLOOD	to				$6,417.20	
1000. Reserves Deposited With Lender						
1001. Initial Deposit for your escrow account				(from GFE #9)	$3,147.48	
1002. Homeowner's insurance		months @	per month			
1003. Mortgage insurance		months @	$0.00 per month			
1004. City/Town taxes		months @	per month			
1005. County property taxes	4	months @	$786.87 per month	$3,147.48		
1006. Assessment Taxes		months @	per month			
1007. School property taxes		months @	per month			
1008. Flood Insurance		months @	per month			
1009. HOA/Condo Fees	0	months @	per month			
1010. Other taxes	0	months @	per month			
1011. Aggregate Adjustment						
1100. Title Charges						
1101. Title services and lender's title insurance	to	Boston National Title Agency LLC		(from GFE #4)	$4,195.00	
1102. Settlement or closing fee	to	Boston National Title Agency LLC	$325.00			
1103. Owner's title insurance	to			(from GFE #5)		
1104. Lender's title insurance	to	Boston National Title Agency LLC	$2,860.00			
1105. Lender's title policy limit $		$730,100.00/$3,010.00				
1106. Owner's title policy limit $		$0.00/$0.00				
1107. Agent's portion of the total title insurance premium	to	Boston National Title Agency LLC	$2,494.75			
1108. Underwriter's portion of the total title insurance premium	to	Westcor Land Title Insurance Company	$515.25			
1109. ALTA 8.1 EP	to	Boston National Title Agency LLC	$25.00			
1110. ALTA 9.10 REM	to	Boston National Title Agency LLC	$25.00			
1111. NJ CPL	to	Boston National Title Agency LLC	$75.00			
1112. ALTA 4.1 Condo	to	Boston National Title Agency LLC	$25.00			
1113. Chain of Title Charge	to	Boston National Title Agency LLC	$200.00	(from GFE #4)		$0.00
1114. Tidelands Search	to	Boston National Title Agency LLC	$40.00	(from GFE #4)		$0.00
1115. Upper Court Search	to	Boston National Title Agency LLC	$20.00	(from GFE #4)		$0.00
1116. Deed Preparation Fee (x6)	to	Bundle	$600.00	(from GFE #4)		$0.00
1117. taxes due #30548 unit c	to	Atlantic City Tax Collector			$332.38	
1118. taxes due #30544 unit 5	to	Atlantic City Tax Collector			$352.21	
1119. taxes due #30543 unit 4	to	Atlantic City Tax Collector			$352.21	
1120. taxes due	to					
1121. taxes due	to					
1122. taxes due	to					
1200. Government Recording and Transfer Charges						
1201. Government recording charges				(from GFE #7)	$980.00	

1202. Deed $660.00 ; Mortgage $320.00 , Release $0.00		to Boston National Title Recording		
1203. Transfer taxes		(from GFE #8)	$838.00	
1204. City/County tax/stamps	Deed $0.00 ; Mortgage			$0.00
1205. State tax/stamps	Deed $838.00 ; Mortgage $0.00	to Boston National Title Recording		
1300. Additional Settlement Charges				
1301. Required services you can shop for		(from GFE #6)		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			$78,195.43	

POC (B) -- Paid Outside of Closing by Borrower. POC (S) -- Paid Outside of Closing by Seller. POC (L) -- Paid Outside of Closing by Lender.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Our origination charge	# 801	$0.00	$29,204.00
Your credit or charge (points) for the specific rate chosen	# 802	$0.00	$0.00
Your adjusted origination charges	# 803	$0.00	$29,204.00
Transfer taxes	# 1203	$0.00	$838.00

Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201	$0.00	$980.00
	Total	$0.00	$980.00
	Increase between GFE and HUD-1 Charges	$980.00 or	100%

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	# 1001	$0.00	$3,147.48
Daily interest charges	# 901 $230.4885/day	$0.00	$921.95
Homeowner's insurance	# 903	$0.00	$17,664.00

Loan Terms

Your initial loan amount is	$730,100.00
Your loan term is	0 years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is.	$0.00 includes ☐ Principal ☐ Interest ☐ Mortgage Insurance
Can your interest rate rise?	☒ No. ☐ Yes, it can rise to a maximum of 0%. The first change will be on and can change again every after. Every change date, your interest rate can increase or decrease by 0%. Over the life of the loan, your interest rate is guaranteed to never be lower than 0% or higher than 0%.
Even if you make payments on time, can your loan balance rise?	☒ No. ☐ Yes, it can rise to a maximum of $0.00
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	☒ No. ☐ Yes, the first increase can be on and the monthly amount owed can rise to $0.00 The maximum it can ever rise to is $0.00
Does your loan have a prepayment penalty?	☒ No. ☐ Yes, your maximum prepayment penalty is $0.00
Does your loan have a balloon payment?	☒ No. ☐ Yes, you have a balloon payment of $0.00 due in 0 years on
Total monthly amount owed including escrow account payments	☒ You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. ☐ You have an additional monthly escrow payment of that results in a total initial monthly amount owed of. This includes principal, interest, any mortgage insurance and any items checked below: ☐ Property taxes ☐ Homeowner's Insurance ☐ Flood insurance ☐ ☐ ☐

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

3809 Ventnor Ave 16 LLC, By: Yossef Hazut, Member

By

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent ______ 12/28/22 Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Addendum to HUD Settlement Statement

Additional Buyers/Borrowers & Sellers

I have carefully reviewed the HUD-1 Settlement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Section D – Additional Buyers/Borrowers	Section E – Additional Sellers
3809 Ventnor Ave 16 LLC, a New Jersey limited liability company, By: Yossef Hazut, Member , 3809 Ventnor Ave 16 LLC, a New Jersey limited liability company, By: Yossef Hazut, Member By	
3809 Ventnor Ave 11 LLC, a New Jersey limited liability company, By: Yossef Hazut, Member , 3809 Ventnor Ave 11 LLC, a New Jersey limited liability company, By: Yossef Hazut, Member By	
3809 Ventnor Ave 12 LLC, a New Jersey limited liability company, By: Yossef Hazut, Member , 3809 Ventnor Ave 12 LLC, a New Jersey limited liability company, By: Yossef Hazut, Member By	
3809 Ventnor Ave 13 LLC, a New Jersey limited liability company, By: Yossef Hazut, Member , 3809 Ventnor Ave 13 LLC, a New Jersey limited liability company, By: Yossef Hazut, Member By	
Venice Condominium Association, Inc., a New Jersey non profit corporation , Venice Condominium Association, Inc., a New Jersey non profit corporation By	

velocity
commercial capital

Term Note

Loan No. 6723122102

December 28, 2022

$730,100.00

1. Promise to Pay

For value received, the undersigned, **3809 VENTNOR AVE 16 LLC, a New Jersey limited liability company,** with an address of **212-20 86th Avenue, Queens, NY 11427** (the *"Borrower"*), promises to pay to the order of Velocity Commercial Capital, LLC, a California Limited Liability Company, with an address of 30699 Russell Ranch Road, Suite 295, Westlake Village, CA 91362 (together with its successors and assigns, the *"Lender"*), the principal amount of **Seven hundred thirty thousand one hundred and 00/100 dollars ($730,100.00)** on or before **January 1, 2053** (the *"Maturity Date"*), as set forth below, together with interest from the date hereof on the unpaid principal balance from time to time outstanding until paid in full. The Borrower shall pay monthly installments of interest only as follows: **$6,914.66,** at an Interest Rate of **11.365%** commencing on **February 1, 2023** and on the 1st day of each month thereafter through and including **January 1, 2025.** The Borrower shall pay consecutive monthly installments of principal and interest, as follows: **$7,218.71** commencing on **February 1, 2025,** and the same amount (except the last installment which shall be the unpaid balance) on the 1st day of each month thereafter. The aggregate principal balance outstanding shall bear interest thereon at a per annum rate equal to **11.365%.**

2. Amortization Period

Following the initial period (the *"Interest Only Period"*), the calculation of the payment amount for the second period (the *"Amortization Period"*) is based on a **336** month amortization period.

3. Payment Delivery; Interest Accrual Basis

Principal and interest shall be payable at Lender's main office or at such other place as Lender may designate in writing in immediately available funds in lawful money of the United States of America without set-off, deduction or counterclaim. Interest shall be calculated monthly on the basis of a 360-day year based on twelve (12) thirty (30) day months except that interest due and payable for a period of less than a full month shall be calculated by multiplying the actual number of days elapsed in such period by a daily rate based on said 360-day year.

4. Prepayment Charge

This Note may be prepaid in whole or in part upon thirty (30) days prior written notice to Lender. In the event of any prepayment of this Note at any time through January 1, 2024 (the *"Prepayment Charge Expiration Date"*) whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of Lender, pay a *"fixed rate prepayment charge"* equal to the product of (a) the principal amount so prepaid and (b) the percentage set forth in the table below for any prepayment made during the indicated period. No Prepayment Premium will be due if (a) prior to the Prepayment Charge Expiration Date, a prepayment amount received plus all other prepayment amounts received in the most recent 12 months is not greater than 20% of the Principal Amount of the Note, or (b) a prepayment is made in whole or in part after the Prepayment Charge Expiration Date.

For all purposes including the accrual of interest, any prepayment received by Lender on any day other than the last calendar day of the month shall be deemed to have been received on the last calendar day of the month.

Period	**Percentage**
December 28, 2022 - January 1, 2024	5%

CITY OF ATLANTIC CITY
PLANNING BOARD

RESOLUTION NO. 8-2019

RE: LAJ Elite Homes, LLC
Construction of New Duplex at
725-727 Arctic Avenue
Block 310.03, Lots 16 & 17

Application for Conditional Use Permit
Approval, Preliminary and Final
Site Plan Approval, and "c" Variance Relief
GRANTED
Hearing Date: May 7, 2019

This matter having been heard by the Planning Board of the City of Atlantic City on Tuesday, May 7, 2019, at a duly scheduled meeting at Council Chambers, City Hall, Atlantic City, New Jersey, and the hearing having been conducted with a quorum present on the application of LAJ Elite Homes, LLC (the "**Applicant**") to construct a new two (2) unit, side by side residential duplex, together with accessory off-street parking areas and other site improvements on the property located at the intersection of Arctic and Delaware Avenues and identified as Block 310.03, Lots 16 and 17 (collectively, the "**Property**"), which Property is located in the RM-1 Residential Multi-Family Zoning District ("**RM-1 District**") ; and

WHEREAS, the Applicant was represented by Brian J. Callaghan, Esquire of Callaghan, Thompson & Thompson, Atlantic City, New Jersey; and

WHEREAS, the Applicant submitted an application, together with a Property Survey/Site Development Plan dated April 29, 2019, prepared by Arthur W. Ponzio Co. & Associates, Inc. (consisting of 1 page) and architectural drawings prepared by Loza Architecture (consisting of 3 pages) dated March 21, 2019; and

WHEREAS, testimony was presented on behalf of the Applicant at the hearings by Lynn Spivak, a principal of the Applicant, Jon Barnhart, a New Jersey licensed professional engineer; and George Loza, a New Jersey licensed architect; and

WHEREAS, Applicant sent notices of the hearing to all property owners within 200 feet of the Property, and caused notice of the hearing to be published in the Atlantic City Press, and produced evidence that all taxes and application fees have been paid, all in accordance with the

Municipal Land Use Law and the Atlantic City Land Use Development Ordinance (the "**Atlantic City Development Ordinance**"); and

WHEREAS, at the public portion of the hearing, no one spoke either in favor or against the Project; and

WHEREAS, the Board, after considering the evidence presented made the following findings and conclusions which are reflected in the record:

1. Application has been made by LAJ Elite Homes, LLC, through its attorney, Brian J. Callaghan, Esquire. Applicant is the owner of the subject property which is located at the intersection of Arctic and Delaware Avenues, and is identified as Lots 16 & 17 in Block 310.03, as shown on the official tax map of the City of Atlantic City, New Jersey (heretofore and hereinafter referred to collectively as the "**Property**").

2. The Property, which is currently vacant, contains 2,850 sf, and is located in the RM-1 District. The proposed use is permitted in the RM-1 District. Applicant proposes to construct a new two-story, side by side residential duplex on the Property, together with on-site parking and other site improvements (collectively, the "**Project**").

3. The Project is subject to compliance with applicable provisions of the conditional use standards articulated in the Atlantic City Development Ordinance.

4. The Project will require a conditional use permit, preliminary and final site plan review and approval, "c" variance relief pursuant to N.J.S.A. 40:55D-70c for minimum lot area, maximum principal and aggregate building coverages, minimum front and side yard setbacks, and density and a design waiver of sight triangle.

5. At the time of the hearing, the Applicant presented additional documentary evidence consisting of Exhibit "A-1", Aerial Plan, Exhibit "A-2", Variance Plan, and Exhibit "A-3", Architectural Drawings and Elevation of the proposed dwelling.

6. Applicant's professional engineer, Jon Barnhart, explained that the Property is a corner, "infill" lot that is consistent in size with the overall pattern of development in the area. Mr. Barnhart pointed out that the development pattern in the area is not consistent with the 20,000 sf

minimum lot size requirement in the RM-1 District as most lots in the area are approximately 25' in width. Mr. Barnhart further indicated that the Applicant cannot acquire any additional land to increase the size of the Property and that the Project represents a growing redevelopment trend in Atlantic City. Mr. Barnhart explained the Project, the on-site parking areas and other site improvements. He noted that the Project satisfies the parking requirements under the Atlantic City Land Development Ordinance. He also explained that based upon the traffic patterns on Delaware Avenue and Arctic Avenue, the imposition of a sight triangle on the Property is not required. A waiver of this requirement was requested by the Applicant.

7. Mr. Barnhart provided testimony that without the granting of the requested bulk variances, the Property would essentially be undevelopable.

8. Mr. Barnhart then testified as to the legal criteria that must be met to support the granting of "c" variances for the Project. Mr. Barnhart again indicated that the Property is a narrow, corner lot and the front yard setback requirements along both Arctic and Delaware Avenues would render the Property virtually useless. Mr. Barnhart stated that the Project meets the Conditional Use Standards in the Atlantic City Development Ordinance, is consistent with other land uses in the area of the Property and promotes several purposes of the Municipal Land Use Law of the State of New Jersey (N.J.S.A. 40:55D-1 et seq.), including that the Project will be of great benefit to and promote the general welfare of the community, will be a substantial improvement to the area, and will have no impact on light, air and open space. Mr. Barnhart further stated that the benefits derived from the variances will outweigh any substantial detriments and will result in significant benefits to the community. Mr. Barnhart also confirmed that the Project will be FEMA compliant.

9. Moreover, in addressing the Conditional Use Standards, Mr. Barnhart indicated that the Project is providing new quality housing for the City, is in keeping with the goals of the City's Master Plan, meets a community need, and will have no substantial or undue affect on the surrounding community.

10. Mr. George Loza, the licensed Architect for the Project, then explained the design of the new structure to the Board referring to Exhibit "A-3".

11. The comments of William D. Crane, Board Planner (the "**Board Planner**"), were reviewed and considered. The Board Planner submitted a written report dated May 1, 2019, annexed hereto as **Exhibit "A"** and by this reference made a part hereof (the "**Planner's Report**"). The Applicant accepted the Planner's Report without exception. Mr. Crane recommended that if the Project is approved, then such approval shall be subject to his comments.

12. Ms. Lynn Spivak, the sole managing member of the Applicant, spoke and indicated that she has been very successful with doing infill housing in other cities in Pennsylvania and New Jersey and she was excited to be a part of the revitalization of Atlantic City, especially since she grew up in the Atlantic City area. Mayor Gilliam welcomed her and applauded her efforts to invest in the future of Atlantic City.

13. At the public portion, no one spoke either in favor or against the Project.

14. The Board Engineer, John Mele, did not submit a written report for this application. However, Mr. Mele pointed out that the plan showed a possible light standard in the proposed driveway from Delaware Avenue, which the Applicant agreed to relocate as needed. Also, Mr. Mele indicated that new driveway aprons must be installed and that any improvements in the public right-of-way will require road opening permits and restoration must be the satisfaction of the Board Engineer, which condition were acceptable to the Applicant.

15. The Board determined, based upon the evidence presented, that the Project will serve the general welfare of the community, will be a substantial improvement to the neighborhood, will not cause substantial detriment to the public good and will not substantially impair the intent and purpose of the zone plan and Atlantic City Development Ordinance.

16. The Board determined that conditional use approval, preliminary and final site plan approval, "c" variance relief and a waiver of sight triangle as detailed herein and on the submitted plans was warranted. The overall impact of the Project was determined to be highly beneficial to the citizens of Atlantic City, and the benefits of the Project far outweighed any detriment caused by the granting of the variance relief as detailed herein. The Project was found to be in compliance with the performance standards of the Atlantic City Development Ordinance and master plan,

including the conditional use standards of Section 163-145 of the Atlantic City Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the PLANNING BOARD OF THE CITY OF ATLANTIC CITY that it does hereby grant Conditional Use Approval, Preliminary and Final Site Plan Approval, required "c" variances, and a sight triangle design waiver for the Project. Final plan certification is subject to Applicant complying with all conditions as contained in the Planner's Report, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, except as modified during the hearing, and as hereinafter provided:

1. Applicant must obtain all applicable permits, such as a street opening permit, before performing any improvements in the public right-of-way, such as relocation of the bench and light standard along Delaware Avenue, and all restoration work shall be performed to the satisfaction of the Board Engineer.

2. The two (2) new driveways shown as part of the Project will require installation of new aprons.

3. Prior to the issuance of any construction permits, Applicant will submit six (6) sets of revised plans for final certification.

4. The Applicant will provide an Engineer's Cost Estimate of all work to be performed within the City's right of way, if applicable.

5. If applicable, the Applicant will provide a Maintenance Guarantee calculated at 15% of the Engineer's Cost Estimate, which shall remain in effect for two (2) years after completion of the work.

6. Applicant must comply with all other state, county and local agencies having jurisdiction over the Project.

MOTION MADE BY: Councilman Shabazz

SECONDED BY: Tatum

Mayor Gilliam	-	Absent
Chief White	-	Yes
Shabazz	-	Yes
Young	-	Yes
Tatum	-	Yes
Rasheed	-	Yes
Lyles-Belton	-	Absent
Solomon	-	Yes

ROLL CALL VOTE: six (6) in favor, none (0) opposed

Arlene Wilkerson

Arlene Wilkerson
SECRETARY

Steven Young
CHAIRPERSON

Date of Adoption: June 4, 2019