



**PARKER McCAY**

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June 12, 2017

File No. 17005-0001 RCM

Thomas F. Carroll, III, Esquire  
Hill Wallack, LLP  
21 Roszel Road  
P.O. Box 5226  
Princeton, NJ 08543-5226  
Attorneys for Intervenor,  
Woodmont Properties, LLC

**Re: In the Matter of the Application of the Township of Hopewell  
Docket No. MER-L-1557-15 (Mount Laurel)**

Dear Mr. Carroll:

This letter memorializes the terms of an agreement ("Agreement") reached between the Township of Hopewell (the "Township"), the declaratory judgment plaintiff, Woodmont Properties, LLC ("Woodmont"), an intervenor and interested party in the lawsuit styled In the matter of the Application of the Township of Hopewell, which is currently pending in the Superior Court of the State of New Jersey, Mercer County, bearing Docket No. MER-L-1557-15 (the "Action"), and Federal City Road LLC (collectively, the "Parties"<sup>1</sup>).

### **Background**

Hopewell filed the Action on July 7, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. The Parties engaged in mediation in an attempt to resolve the Action. Through that process, the Parties agreed to settle the Action 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 Parties hereby agree to the following terms:

<sup>1</sup> Fair Share Housing Center ("FSHC") is not an intervenor in the pending proceedings or a signator to this Agreement. However, FSHC is identified in this Agreement for notice and monitoring purposes consistent with the Supreme Court's directives in its March 10, 2015 Mount Laurel IV decision.

COUNSEL WHEN IT MATTERS.<sup>SM</sup>

Mount Laurel, New Jersey | Lawrenceville, New Jersey | Atlantic City, New Jersey



1. Through the crediting described in this Agreement and the attached Exhibit A and through the adoption and implementation of a Housing Element and Fair Share Plan ("Plan") that is consistent with this Agreement and the attached Exhibit A, the Township satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-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.
3. The Parties agree that Hopewell's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report <sup>2</sup> )	0
Prior Round Obligation (pursuant to <u>N.J.A.C. 5:93</u> )	520
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Settlement Agreement)	1,141

For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the gap period present need, which is a measure of households formed from 1999-2015 that need affordable housing, as recognized by the Supreme Court in its January 18, 2017, decision in In re Declaratory Judgment Actions Filed by Various Municipalities, 227 N.J. 508 (Jan. 18, 2017).

4. Although the Township has a third round present need of 0 units, the Township also reserves the right to participate in the Mercer County Residential Home Improvement Program to facilitate the rehabilitation of any substandard units occupied by low and moderate income households that may be identified in the future.

<sup>2</sup> 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, May 2016, as revised on April 12, 2017 as to gap present need. The 1,141 unit third round number represents a 35% reduction of Dr. Kinsey's 2016 uncapped number of 1,756 units which, when annualized over a 26-year third round, is consistent with the annualized housing obligation assigned to Hopewell by COAH for the 12-year cumulative prior rounds from 1987 to 1999. The parties agree that this reduction is fair and reasonable such that the annualized housing obligation from 1987 to 2025 is consistent because the Supreme Court directed that the third round numbers are to be calculated using COAH's prior round methodologies.

5. As noted above, the Township has a Prior Round prospective need of 520 units, which is met through the compliance mechanisms specified on Exhibit A to this Agreement in the chart "HOPEWELL TOWNSHIP COMPOSITE FAIR SHARE PLAN ROUNDS 1 - 3."
6. The Township has a stipulated and agreed Third Round housing obligation of 1,141 units. That obligation will be satisfied using the mechanisms described in Exhibit A to this Agreement in the chart "HOPEWELL TOWNSHIP COMPOSITE FAIR SHARE PLAN ROUNDS 1 - 3."

Additionally, within 120 days of the court's entry of an Order approving the fairness of this Agreement, the Township agrees to adopt an ordinance, subject to the review of the Special Master (and FSHC if it elects to review the Ordinance), providing that if the Township permits the construction of multi-family or single-family attached residential development that is "approvable" and "developable," as defined at N.J.A.C. 5:93-1.3, at a gross residential density of 6 units to the acre or more, the Township shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning with the effective date of this Agreement to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of six (6) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Township's Planning or Zoning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. Nothing in this paragraph precludes the Township from imposing an affordable housing set-aside in a development not required to have a set aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low and moderate income units are to be offered for rent, the appropriate set-aside percentage is 15 percent. Except to the extent provided in the Addendum attached to and made a part of this Agreement, this requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in this Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein. A property shall not be permitted to be subdivided so as to avoid meeting this requirement. In the event the Addendum contemplates sooner action than specified herein, the Addendum shall control.



7. The Township agrees to require 13% of all units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low income units, with half of the very low income units being available to families.
8. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the Chart attached hereto as Exhibit A referred to in Paragraphs 5 and 6 above:
  - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
  - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
  - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
  - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
  - e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
9. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), FSHC, the New Jersey State Conference of the NAACP, the Latino Action Network, the Trenton, Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch Branches of the NAACP, Shiloh Baptist Church, and the Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
10. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the



exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. 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.

11. Except as qualified in Paragraph 16 hereof, as an essential term of this settlement, within one hundred and twenty (120) days of the Court's consideration of this Settlement Agreement, the Township shall introduce and adopt a revised Housing Element and Fair Share Plan in accordance with the terms of this Agreement and an Ordinance providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning including redevelopment and overlay zoning for unmet need mechanisms contemplated herein. In the event that the Addendum contemplates action sooner than specified herein, the terms of the Addendum shall control.
12. The Parties agree that if a decision of a court of competent jurisdiction in Mercer County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than ten (10%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in the Action to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to implement the compliance mechanisms described in Exhibit A attached hereto, including by leaving in place any site specific zoning adopted or relied upon in connection with the compliance mechanisms approved pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1 other than an amendment to the fair share number specifically authorized by this paragraph. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.



13. The Township will prepare a revised Affordable Housing Trust Account Spending Plan within 120 days of the Court's approval of this Agreement for submission to the Court for review and approval. The Township reserves the right to request the Court's approval that the expenditures of funds under the revised Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, and FSHC shall have the right to respond to such request and comment on the revised Spending Plan. The Parties agree that any funds deemed "committed" by the Court shall have the four-year time period for expenditure designated pursuant to N.J.S.A. 52:27D-329.2 and -329.3 begin to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). 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 FSHC 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.
14. 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 FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
15. 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 FSHC, 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 any 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 FSHC, regarding whether any sites no longer present a realistic opportunity and should

be replaced and whether any 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.

- b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
16. This Agreement must be approved by the Court following a Fairness Hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), affd 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. In the event that the Court approves this proposed settlement, the Parties contemplate the municipality will receive "the judicial equivalent of Substantive 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. If the Settlement Agreement is rejected by the Court at such a Fairness Hearing, the Parties may nevertheless agree to continue the effectiveness of this Agreement thereafter, which continuation shall be documented by the exchange of letters signed by the Parties or other assignees.
17. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend this Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
18. This Agreement and Addendum may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Mercer County. A prevailing movant or plaintiff in such a motion or separate action may be entitled to reasonable attorney's fees.



19. 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.
20. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
21. This Agreement may not be modified, amended or altered in any way except by a writing signed by the Parties or their respective assignees.
22. 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.
23. 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. The rights and obligations of any party to this Agreement may be assigned without the consent of the Township.
24. 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.
25. Any and all Exhibits, Addenda and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits, Addenda 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 the Parties.
26. 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.



27. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
28. 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.
29. 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 THE COURT MASTER:**

John D. Maczuga, P.P.  
JDM Planning Associates, LLC  
614 Harbor Road  
Brick, NJ 08724  
Phone: (732) 864-6369  
Telecopier:  
E-mail: jmacguza@jdmplanning.com

**TO FSHC:**

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

**TO THE TOWNSHIP:**

Ronald C. Morgan, Esq.  
Parker McCay P.A.  
9000 Midlantic Drive  
P.O. Box 5054  
Mount Laurel, NJ 08054-5054  
Phone: 856-985-4010  
Telecopier: 856-552-1427  
E-mail: rmorgan@parkermccay.com

June 12, 2017  
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**WITH A COPY TO THE  
MUNICIPAL CLERK:**

Laurie E. Gompf  
Hopewell Township Municipal Clerk  
201 Washington Crossing-Pennington Road  
Titusville, New Jersey 08560  
Telecopier: 609-737-0605  
Email: lgompf@hopewelltp.org

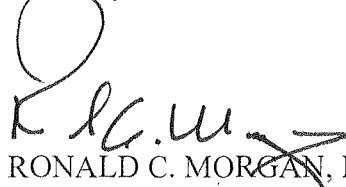
**TO WOODMONT PROPERTIES:**

Thomas F. Carroll, III, Esquire  
Hill Wallack, LLP  
21 Roszel Road  
P.O. Box 5226  
Princeton, NJ 08543-5226  
Phone: 609-924-0808  
Telecopier: 609-452-1888  
Email: tcarroll@hillwallack.com

30. Woodmont and Federal City Road LLC have heretofore presented Conceptual Development Plans to the Township and its Planning Board to construct 300 multi-family rental units on the Klockner tract that is identified in the Third Round Fair Share Plan Summary that is attached hereto as Exhibit A. The Plans propose a 16% affordable rental set-aside which will yield 48 affordable family rental units and enable the Township to seek 2 for 1 family rental bonus credits as specified in Exhibit A. The Township accepts Woodmont's affordable housing proposal and agrees to rezone the Klockner tract to facilitate the foregoing within 120 days of the Court's consideration of this Agreement. Additional provisions governing said development are as set forth in the attached Addendum.

Please sign below if these terms are acceptable.

Sincerely,



RONALD C. MORGAN, ESQ.  
Affordable Housing Counsel for  
Petitioner, Township of Hopewell

On behalf of the Township of Hopewell,  
with the authorization of the governing body:

Karen D. Kishner

Dated: 6/13/2017

On behalf of Woodmont Properties, LLC:

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_



PARKER McCAY

June 12, 2017

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On behalf of the Township of Hopewell,  
with the authorization of the governing body:

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\_\_\_\_\_

Dated: \_\_\_\_\_

On behalf of Woodmont Properties, LLC:

\_\_\_\_\_

*STEPHEN SANDRA, EVP*

Dated: *6/13/17*

*On behalf of Federal City Labs, LLC*

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_



PARKER McCAY

June 12, 2017

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On behalf of the Township of Hopewell,  
with the authorization of the governing body:

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\_\_\_\_\_

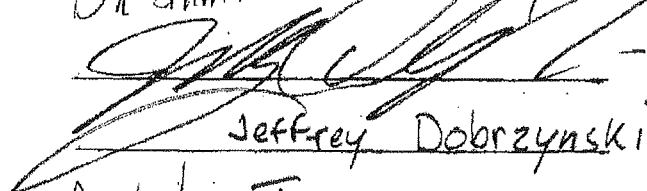
Dated: \_\_\_\_\_

On behalf of Woodmont Properties, LLC:

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

On behalf of Federal City Bank, LLC

  
Jeffrey Dobrzynski

Dated: June 13, 2017

# **EXHIBIT A**

Hopewell Township  
Third Round Fair Share Plan Summary

**Fair Share Obligation (Kinsey May 2016)**

Present need	0
Prior round (1987-1999)	520
Gap Present Need (1999-2015)	866
Prospective need (2015-2025)	890
Cumulative Third Round (1999-2025)	1,756
1999-2025 after 35% reduction	1,141

**Third Round Fair Share Plan**

Prior round surplus	149
Total 3 <sup>rd</sup> round credits and bonuses	1,018
Total 3 <sup>rd</sup> round credits	1,167

HOPEWELL TOWNSHIP COMPOSITE FAIR SHARE PLAN ROUNDS 1 – 3      REVISED JUNE 12, 2017

Program	Senior	Rental	Total Units	520-Unit Prior Round			1141-Unit Third Round		
				Credits	Bonus	Total	Credits	Bonus	Total
<b>Substantial Compliance</b>				46		46			
<b>Regional Contribution Agreement</b>									
Trenton			198	198		198			
<b>Alternative Living Arrangements</b>									
CIFA group home		4	4	4	4	8			
Community Options		4	4	4	4	8			
Homefront		3	3	3	3	6			
Wrick Avenue		1	1	1		1			
Minnietown Lane		2	2	2		2			
Project Freedom		72	72	72	72	144			
<b>Accessory Apartments</b>			1		1	1			
<b>100% Affordable Housing Developments</b>									
Hopewell Gardens	85 (Rental)	15	100	100	15	115	49	16	65
<b>Inclusionary Housing Developments - Constructed</b>									
Brandon Farms			135	135		135			
Pennington Pointe	5		5	5		5			
<b>Inclusionary Housing Developments - Proposed</b>									
Zaitz			78				78		78
CF Hopewell		185	430				430	185	615
CF Hopewell/Capital Health		35	35				35	35	70
Klockner		48	48				48	48	96
BMS		50	50				50	32	82
Enourato							12		12
<b>Extensions of Expiring Control</b>	NA								
<b>Prior Round Surplus</b>									
Surplus credits			149				149		149
<b>Total</b>	90	419	1297	570	99	669	821	316	1167
<b>Minimum Rental Requirements</b>									
Prior Round $520 \times .25 = 130$			99						
Third Round $1141 \times .25 = 285$			316						
<b>Maximum Age-Restricted Requirements</b>									
Prior Round 130			85						
Third Round 285			15						
<b>Minimum Very Low-Income Requirements</b>									
Third Round since 2008									
<b>Third Round Minimum Family Requirements</b>									
Maximum rental bonus potential both rounds	415								



# **EXHIBIT B**

**Addendum to Settlement Agreement Letter between  
Hopewell Township and Woodmont Properties, LLC/Federal City Road, LLC, Dated June  
13, 2017**

1. Woodmont Properties LLC ("Woodmont") is an intervenor in the litigation captioned In the Matter of Hopewell Township, County of Mercer, Docket No. MER -L-1557 -15, by which the Township of Hopewell (the "Township") seeks a declaration of its compliance with the Mt. Laurel doctrine, etc., and Fair Share Housing Center ("Fair Share") is a Court-designated interested party. An additional party to this Addendum and the Settlement Agreement is Federal City Road, LLC, and Woodmont and Federal City Road, LLC are collectively referred to herein as the "Woodmont Parties."
2. Simultaneously with their execution of this Addendum, the Woodmont Parties and the Township shall execute the Settlement Agreement Letter to which this Addendum is attached as Exhibit B. By signing this Addendum, each of the parties acknowledges that this Addendum is intended to be an integral part of the Settlement Agreement Letter and that the rights and responsibilities expressed therein and in this Addendum shall apply to the parties to the extent applicable. Any conflict between the provisions of the Settlement Agreement Letter and this Addendum shall be determined in favor of this Addendum.
3. The Woodmont Parties have contracted to purchase the parcel referred to as the Klockner Tract on the chart attached to the Settlement Agreement Letter as Exhibit A (the "Klockner Tract") which Tract contain approximately 22 acres, and is designated as Block 78.09, Lot 21.
4. The Woodmont Parties intend to develop the Klockner Tract as an inclusionary 300 unit rental complex, as well as amenity buildings, with 48 of said units being units affordable to low and moderate income households.
5. 50% of the affordable units shall be made available as low-income units including at least 13% of the affordable units, which shall be made available as very low income units, and the remaining 50% of the affordable units shall be made available to households with moderate incomes.
6. The Klockner Tract is presently included in the Mercer County Waste Water Management Plan's ELSA Sewer Service Area (the "SSA").
7. By no later than June 15, 2017, the Township shall begin the process of designating the Klockner Tract as an "area in need of redevelopment" pursuant to N.J.S.A. 40A:12A-1 et seq., in the format known as "non-condemnation", by enacting a resolution and taking all other necessary steps, all so as to complete that statutory process within 120 days of the execution of the Settlement Agreement Letter.
8. Within that same 120 days of the execution of the Settlement Agreement Letter, the Township shall also complete the redevelopment planning process by adopting a redevelopment plan and shall enter into a redevelopment agreement with the Woodmont

Parties (the "Redevelopment Agreement") allowing for the construction of the principal permitted uses described in this Addendum and the applicable bulk standards. The terms of the redevelopment plan and Redevelopment Agreement shall be subject to review of the Special Master to the same extent of any other actions by the Township. The parties shall also endeavor to enter into a payment in lieu of taxes ("PILOT") agreement under New Jersey's Long Term Tax Abatement Statute.

9. The Redevelopment Agreement shall include, at a minimum, the following principal permitted uses:

- 300 residential dwelling units, 48 of which shall be affordable units, with amenity buildings, including a clubhouse and a maintenance building.

10. In order to achieve the total number of units agreed to in this Addendum, maximum building height shall be permitted to be 4 stories as to at least two of the buildings to be located on the Klockner Tract, with said buildings to be located toward the rear of the site, with the remaining buildings to be 3 stories in height. The affordable units may be co-located to improve both finance options and management, recognizing that occupants of the affordable units will have full and complete access to all community amenities. The building(s) containing the affordable units shall be visibly similar to the market rate buildings. Development of the Klockner Tract shall be generally consistent with the Concept Plan attached hereto, subject to revisions justified based upon full engineering of the development. The governing bulk standards are as set forth below:

Hopewell Township


Proposed Zoning for Block 78.09, Lot 21

	<u>Proposed</u>
Minimum Lot Area	20 acres
Minimum Lot Frontage	150 feet
<u>Minimum Building Setbacks</u>	
Front Yard Setback	100 feet
Side/Rear Yard Setback	35 feet
Building to Building Setback	25 feet
Maximum Impervious Coverage	40%
Maximum Density	15 units/acre
Maximum Building Height (height measured grade to ridge)	4 stories / 75 feet
Parking	1.5 spaces/unit

11. In the event that the Township has not completed the designation of the Klockner Tract as an "area in need of redevelopment" within 120 days of the execution of the Settlement Agreement, the Woodmont Parties shall be entitled, but not obligated, to require that the Township immediately modify its Master Plan and Land Use Ordinance consistent with the provisions of this Addendum. Alternatively, if a court of competent jurisdiction determines that such a redevelopment determination was not proper, the Township shall immediately modify its Master Plan and Land Use Ordinance, as provided above.
12. The Redevelopment Agreement shall require that the Township confirm in writing its support for the Woodmont Parties' submissions and applications for all utilities (specifically including water and sewer service) and all necessary government agency or private utility approvals related to all aspects of the development within five (5) business days of a written request for such support from the Woodmont Parties. Specifically, the Township shall assist the Woodmont Parties in their dealings with ELSA, Mercer County, NJDOT, NJDEP, the DRCC and any other public or private entity with which the Woodmont Parties must deal in order to develop the Klockner Tract consistent with the Redevelopment Agreement, including any effort the Woodmont Parties may make to decrease the fees charged by ELSA. The Township shall make available redevelopment tools for the Klockner Tract project as fully as permitted by law, including assistance with right-of-way or easement acquisitions of public or private property as may be necessary for offsite infrastructure improvements. The Township shall also permit the Woodmont Parties' joint use of existing or future Township-owned easements or land for the placement of utilities or other infrastructure.
13. The Woodmont Parties shall not be subject to tree replacement ordinances. Woodmont reserves the right to request relief from other land use ordinances such as stream corridor, off-tract improvement and other cost generative ordinances in order to achieve the number of units set forth in this Addendum or to achieve a superior development layout. Failure to obtain relief when reasonably requested may result in a revision to the Concept Plan attached hereto.

By signing below, each party acknowledges that the signatory was authorized to execute this Addendum by the entity for which he or she signs, and that it shall become part of the attached Settlement Agreement Letter.

Woodmont Properties LLC

By:   
Name: S.A. SANTOLA  
Title: E.V.P.  
Date: 6/13/17

Federal City Road LLC

By: 

Name: JEFFREY DOBRZYNSKI

Title: Managing Member

Date: June 13, 2017

Township of Hopewell, Mercer County

Attest:

By: \_\_\_\_\_

Name: Kevin D. Kuchinski

Title: Mayor

Date: 5/8/17

By: \_\_\_\_\_

Name: Laurie E. Gompf

Title: Municipal Clerk

Date: 5/8/17

Federal City Road LLC

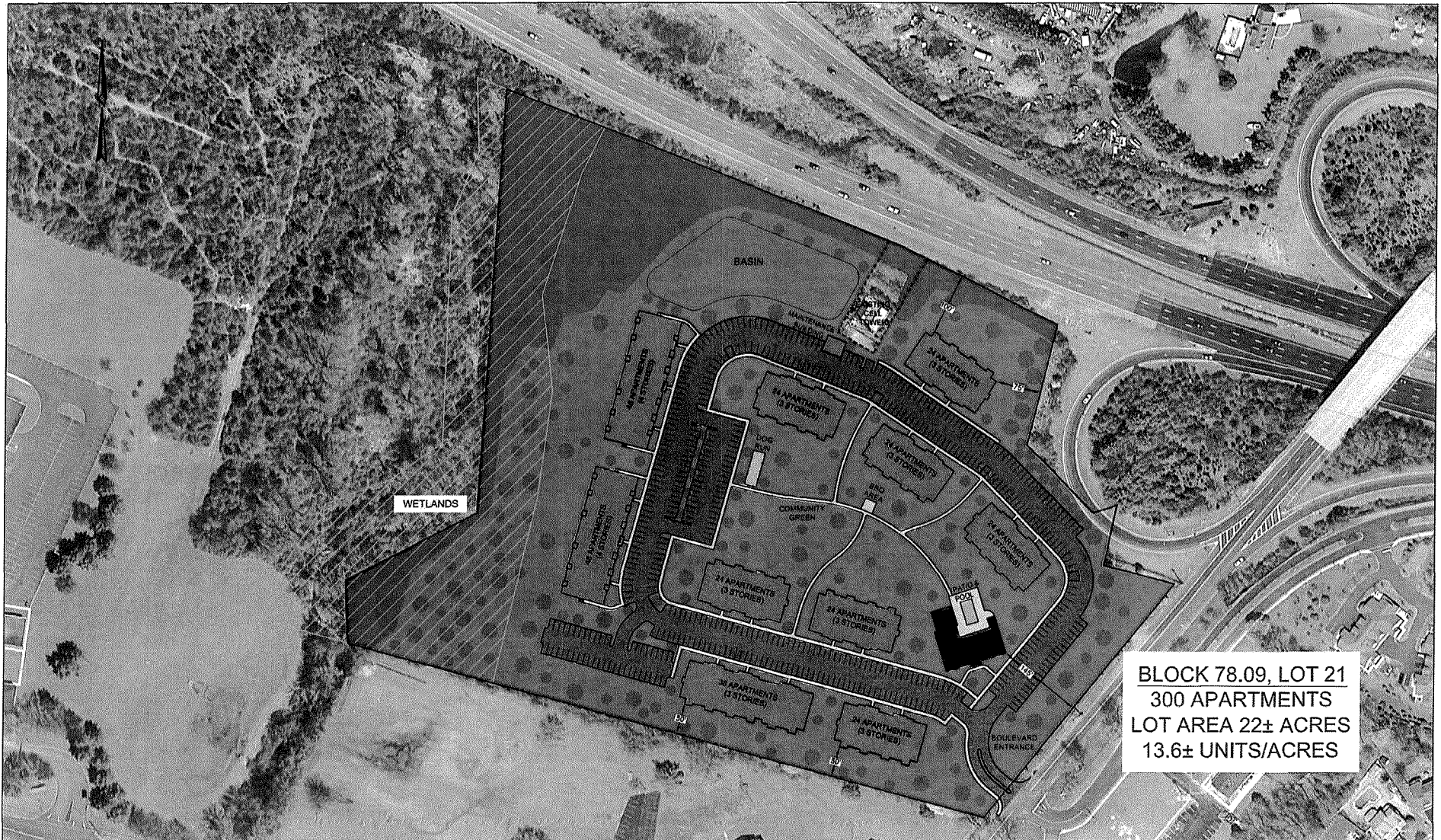
By: \_\_\_\_\_  
Name:  
Title:  
Date:

Township of Hopewell, Mercer County

By: Kevin D. Kuchinski  
Name: Kevin D. Kuchinski  
Title: Mayor  
Date: ~~5/8/17~~ 6/13/2017  
FDS

Attest:

By: Laurie E. Gompf  
Name: Laurie E. Gompf  
Title: Municipal Clerk  
Date: 5/8/17

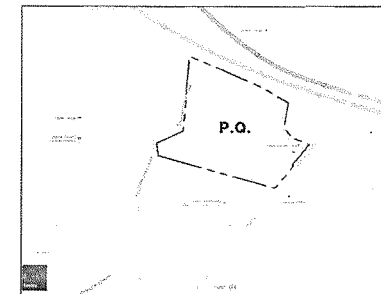


BLOCK 78.09, LOT 21  
300 APARTMENTS  
LOT AREA 22± ACRES  
13.6± UNITS/ACRES

JUNE 30, 2016

WOODMONT LUXURY APARTMENTS  
HOPEWELL TOWNSHIP, NEW JERSEY

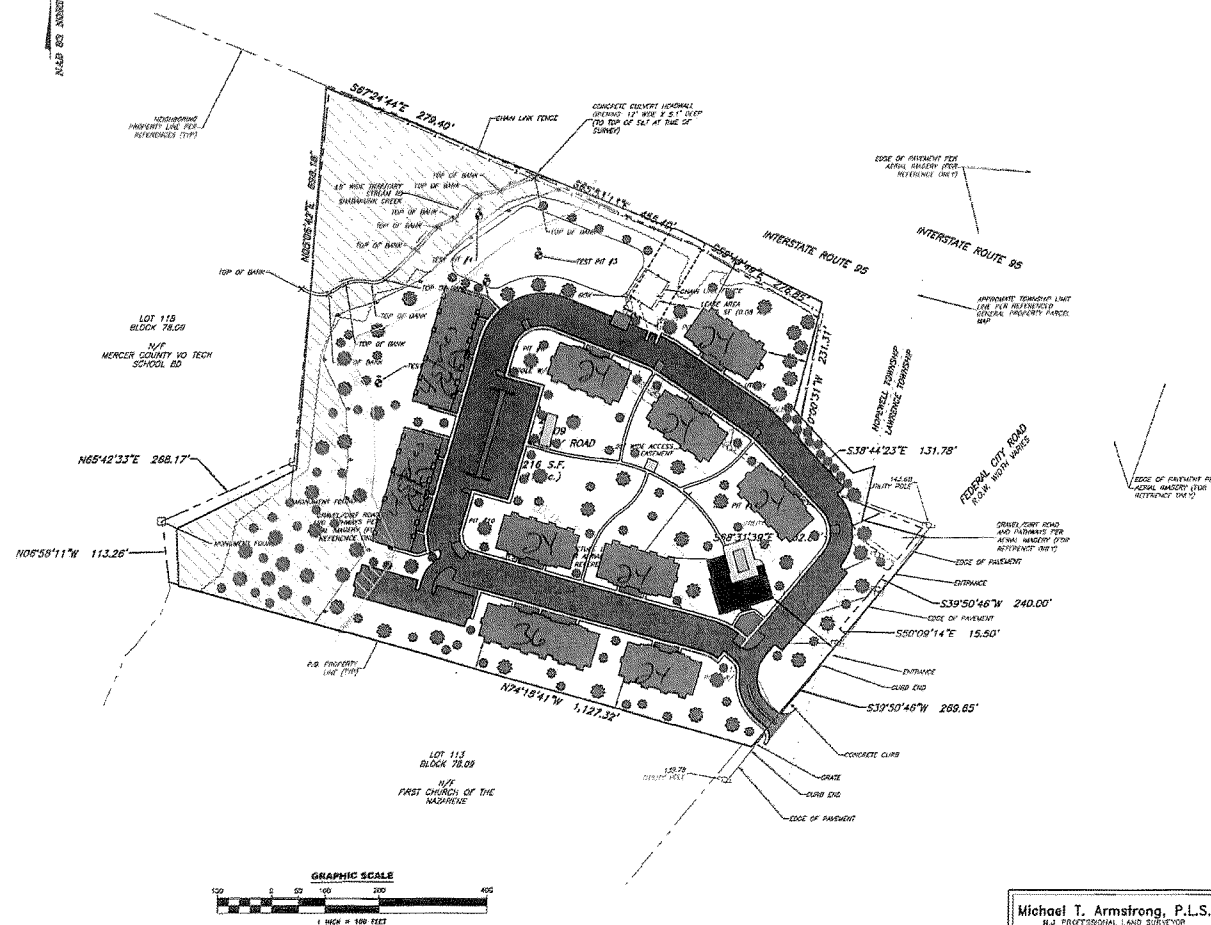
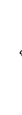
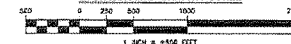
SCALE: 1"=150'



# LOCATION MAP

SCALE: 1" = ±500'

## LOCATION MAP GRAPHIC SCALE



300

## NOTES:

1. FIELD SURVEY PERFORMED BY THE ENGINEERS, INC. IN FEBRUARY OF 2016.
2. SUBSURFACE CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
3. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES, STRUCTURES OR HOUSE CONNECTIONS. BEFORE ANY EXCAVATIONS ARE BEGUN, THE PROPER UTILITY AGENCIES SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPES AND LOCATIONS.
4. IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE PROFESSIONAL IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.
5. ADDITIONAL STREAM BANK AND TEST PIT INFORMATION INCLUDED ON THE BOUNDARY SURVEY PLAN PER CLIENT'S REQUEST.

## REFERENCES:

1. HORIZONTAL DISTANCE, HUSPINS ROAD 83.
2. PLAN TITLED "GENERAL PROPERTY PARCEL MAP, ROUTE 95 (1993), SECTION 3, SCOTCH ROAD TO ELM RIDGE ROAD, SHOWING EXISTING RIGHT OF WAY AND PARCELS TO BE ACQUIRED IN THE TOWNSHIPS OF HOPWELL AND EDWARDS COUNTY OF MERCER, SHEET 435 OF 42, DATED AUGUST 1988, LAST REVISED JUNE 27, 1972.
3. TOWNSHIP TAX MAP SHEET #20, APPROVED AS A TAX MAP ON AUGUST 5, 1941, NO REVISIONS NOTED.
4. DEED BOOK 6212, PAGE 1691.

Michael T. Armstrong, P.L.S.  
N.J. PROFESSIONAL LAND SURVEYOR  
L.S. No. 05 30820



322 WALL STREET  
PRINCETON, N.J. 08540  
TEL (609) 497-1799  
FAX (609) 441-4799  
E-MAIL: MICHAEL.ARMSTRONG@TRC.COM  
WEBSITE: WWW.TRCSURVEYS.COM

## BOUNDARY SURVEY PLAN

PROVIDED FOR  
LOT 21, BLOCK 78.09  
HOPWELL AND LAWRENCE TOWNSHIP  
MERCER COUNTY  
NEW JERSEY

DESIGNED B.A.	PROJECT #
CHECKED (PWS) B.A.	250486
CHECKED (PWS) M.L.A.	DRAWING #
SCALE AS SHOWN	1 OF 1

REV. NO.	DATE	DESCRIPTION	PROJ. ENG.	PROJ. MGR.
1	2-15-2016			



TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY

R E S O L U T I O N #17-214

RESOLUTION AUTHORIZING EXECUTION OF  
PROPOSED SETTLEMENT LETTER AGREEMENT  
AND ADDENDUM THERETO WITH WOODMONT  
PROPERTIES, LLC AND FEDERAL CITY ROAD, LLC  
IN THE TOWNSHIP'S PENDING THIRD ROUND  
AFFORDABLE HOUSING PROCEEDINGS  
ENCAPTIONED IN THE MATTER OF THE  
APPLICATION OF THE TOWNSHIP OF HOPEWELL,  
COUNTY OF MERCER, DOCKET NO. MER-L-1557-15  
(MOUNT LAUREL)

WHEREAS, the Township of Hopewell is a third round declaratory judgment petitioner in affordable housing proceedings encaptioned In the Matter of the Application of the Township of Hopewell; and

WHEREAS, several property owners have intervened in the proceeding and expressed an interest in construction of affordable housing during the third round while others have expressed an interest and commitment to construct affordable housing but have not formally intervened; and

WHEREAS, Woodmont Properties, LLC and Federal City Road, LLC (collectively "Woodmont") possess contract rights to acquire and develop approximately 22 acres of land in Hopewell Township on property identified on the Tax Map as Block 78.09, Lot 21 and have committed to produce a substantial amount of affordable housing on the property by intervening in the proceedings and the Township and Woodmont have been able to structure an Agreement and Addendum thereto with respect to (a) the Township's third round fair share obligation, (b) the design concept for the proposed inclusionary affordable housing project to be undertaken, and (c) the number of affordable housing units/credits that will be produced.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hopewell, County of Mercer, that the Letter Settlement Agreement and Addendum to confirm the Township's third round fair share obligation by and between the Township and Woodmont are hereby approved.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk of the Township of Hopewell be and are hereby authorized to execute the Letter Settlement Agreement and Addendum thereto for submission to the Court for review and approval of same.

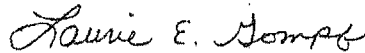
BE IT FURTHER RESOLVED that the Township's professionals be and are hereby authorized to take such steps as may be necessary to facilitate approval of the Letter Settlement Agreement and Addendum by the Court.

BE IT FURTHER RESOLVED that the Letter Settlement Agreement and Addendum thereto result from confidential mediation as directed by the Court and that the contents thereof may only be revealed when the Agreement and Addendum have been submitted to the Court for a preliminary fairness determination as to whether the Agreement

and Addendum have sufficient merit in accordance with Mount Laurel case law to warrant the scheduling of a Fairness Hearing upon adequate notice to the public which will invite public comment.

Date Adopted: June 12, 2017

I, Laurie E. Gompf, Municipal Clerk of the Township of Hopewell, County of Mercer and State of New Jersey, hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Hopewell at a regular meeting held on June 12, 2017, at which a quorum was present.



Laurie E. Gompf, Municipal Clerk