



PARKER McCAY

Parker McCay P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054-5054

P: 856.596.8900
F: 856.596.9631

www.parkerccay.com
Ronald C. Morgan, Esquire
P: 856-985-4010
F: 856-552-1427

June 12, 2017

File No. 17005-0001 RCM

Frank J. Petrino, Esquire
Eckert Seamans Cherin & Mellott, LLC
Princeton Pike Corporate Center
2000 Lenox Drive, Suite 203
Lawrenceville, NJ 08648
Attorneys for Albert Enourato

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

Dear Mr. Petrino:

This letter memorializes the terms of an agreement ("Agreement") reached between the Township of Hopewell (the "Township"), the declaratory judgment plaintiff 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"), Albert Enourato ("Enourato"), an interested party and U.S. Home Corporation (d/b/a Lennar). The Township, Enourato and Lennar are collectively referred to as the "Parties".¹

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:

¹ 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.SM

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

June 12, 2017
Page 2

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 ²)	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.

² 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
Page 10

**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@hopewelltwp.org

TO ALBERT ENOURATO:

Frank J. Petrino, Esq.
Eckert Seamans Cherin & Mellott, LLC
Princeton Pike Corporate Center
2000 Lenox Drive, Suite 203
Lawrenceville, NJ 08648
Phone: 609-989-5029
Telecopier: 609-392-2100
Email: fpetrino@eckertseamans.com

TO LENNAR:

Mitchell Newman, Esq.
Director of Land Acquisition and Entitlements
Lennar Corporation
2465 Kuser Road, 3rd Floor
Hamilton, NJ 08690
Phone: (609) 245-2245
Email: Mitch.Newman@Lennar.com

30. The Parties acknowledge that Mr. Enourato, through his attorney, heretofore directed a letter to the Township pursuant to N.J.S.A. 52:27D-310(f) requesting that the Township give consideration to his property located at 2500 Pennington Road [Block 78, Lot 17] to facilitate affordable housing production which the Township and its Planning Board did include in the Enourato Property in the 2015 Third Round Preliminary Plan Summary that was submitted to the Court. However, the Enourato Property was not identified as an inclusionary parcel in the May 8, 2017 Third Round Plan Summary principally because Mr. Enourato was unsure how many low and moderate income units he could commit to provide when the revised Plan Summary was prepared. However, a letter under date of May 25, 2017 has been received from Mr. Enourato's attorney indicating that Mr. Enourato's development proposal will provide a "minimum" of 12 affordable units. By virtue of its execution of this Agreement, the Township commits that it has or will promptly amend the Plan Summary to include Mr. Enourato's tract as an inclusionary site



June 12, 2017
Page 11

that will produce 12 affordable units. Additional provisions governing the development of the Enourato Property are set forth in the attached Addendum.

Please sign below if these terms are acceptable.

Sincerely,

A handwritten signature in black ink that appears to read "R.C.M." followed by a stylized "M".

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:

A handwritten signature in black ink that appears to read "Kevin D. Kuehne".

Dated: 6/13/2017

On behalf of Albert Enourato:

A handwritten signature in black ink that appears to read "Albert Enourato".

Dated: 6/16/2017

On behalf of U.S. Home Corporation
d/b/a Lennar

A handwritten signature in black ink that appears to read "U.S. Home Corporation".

Dated: 6/19/2017

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 rd round credits and bonuses	1,018
Total 3 rd round credits	1,167

EXHIBIT B

**Addendum to Settlement Agreement by and between
the Township of Hopewell and Albert Enourato and U.S. Home Corporation d/b/a Lennar
(Albert Enourato and Lennar hereinafter collectively referred to as "Enourato")**

Albert Enourato is the owner and Lennar the contract purchaser of property located within the Township consisting of 11.70± acres with frontage on Rt. 31 and identified as Block 78, Lot 17 ("**Enourato Property**"). In partial satisfaction of the Township's Third Round affordable housing obligation, the Township will rezone the Enourato Property to provide for the inclusionary development of up to 8 dwelling units per gross acre, subject to the following conditions and obligations:

a. Zoning Standards:

The following zoning standards will be incorporated into the proposed development:

i. The Enourato Property will be developed by Lennar substantially in accordance with the Concept Plan dated June 12, 2017 and attached hereto as Exhibit 1 ("**Enourato Concept Plan**").

ii. The development shall consist of up to 8 dwelling units per acre, including 12 low and moderate-income "rental" or for-sale" family units.

iii. The development shall consist of a mix of unit types, including the following:

a) Traditional townhouse units (not to exceed 3 stories or 45 feet in height). A maximum of 8 units per building.

b) Stacked townhouse units (Not to exceed 3 stories or 45 feet in height). A stacked townhouse unit is defined as a type of multi-family, multi-level residential dwelling units within a linear townhouse style building. A maximum of 18 units per building.

c) Multi-family residential buildings (not to exceed 3 stories or 45 feet in height). A maximum of 24 units per building.

iv. The development of the Enourato Property shall be governed by the following zoning standards:

ZONING SCHEDULE:

ZONING STANDARD	EXISTING HBO ZONE ²	PROPOSED STANDARDS
Min. Lot Area (Overall Tract)	1 to 5 Acres	10 Acres
Min Lot Width (Overall Tract)	150 to 300 Feet	300 Feet
Min Lot Depth (Overall Tract)	200 to 300 Feet	200 Feet
Min Front Yard Setback (Tract) ¹	65 to 100 Feet	45 Feet
Min Side Yard Setback (Tract) ¹	30 to 80 Feet	40 Feet
Min Rear Yard Setback (Tract) ¹	40 to 80 Feet	40 Feet
Min. Setback from Buildings Onsite:		
Front to Front		60 Feet
Front to Side		40 Feet
Side to Side		20 Feet
Rear to Rear		50 Feet
Max Floor Area Ratio	0.10 to 0.20	
Max. Building Coverage		30%
Max. Impervious Coverage	40% to 65%	60%
Max. Building Height	20 to 35 Feet	45 Feet / 3-stories
Maximum Gross Residential Density		8 units / acre
Parking: Location / Setbacks		
From Building		10 Feet
Parking Spaces: Number		Per RSIS
Parking Stall Size	9 FT x 18 FT	9 FT x 18 FT
Drive Aisle Width	24 Feet	24 Feet
COAH Units (Min.)		12 Units
Landscape Buffer (Overall Tract)		
Front Yard		25 Feet
Side / Rear Yard		20 Feet

1. Patios, decks, and fences permitted to be located within building setbacks.
2. Existing HBO Zoning Standards based upon permitted use in zone. Values shown are the range of minimum or maximum values listed in Ordinance Section 17-163e. Lot, Yard, Height and Coverage Requirements.

v. The affordable units shall be family units and not age restricted, and shall be located within one (1) stacked townhouse or multi-family residential building situated in a central portion of the development. A Certificate of Occupancy for the affordable building must be issued before the Township is obligated to issue more than 51% of the Certificates of Occupancy for the market rate units.

vi. The Township shall cause its Planning Board to expedite the review of development applications submitted by Enourato. Any reasonable variances, waivers and/or exceptions necessary to achieve approval of an inclusionary development of up to 8 dwelling units per acre shall be reviewed and granted by the Township's Planning Board. Despite the foregoing provision, the Parties acknowledge and agree that Enourato shall not seek a density variance in accordance with the provision of N.J.S.A. 40:55D-70(d)(5) or a height variance in accordance with the provisions of N.J.S.A. 40:55D-70(d)(6).

b. Affordable Family Units within Enourato Development to Comply with Applicable Standards. The affordable component shall include low income units and moderate income units, as the term low and moderate income units are defined by COAH regulations and the provisions of the Uniform Housing and Affordability Controls Act, N.J.A.C. 5:80-26.1, et seq. (hereinafter "UHAC"). Enourato shall take all necessary steps to maintain affordability controls for the affordable units provided for under the Agreement in accordance with the UHAC regulations and all other applicable laws for a fifty (50) year period from the date that a certificate of occupancy is issued for each of the affordable units which affordability controls shall only be terminated in accordance with the UHAC regulation or other applicable successor regulations or laws.

c. **Route 31 Entrance.**

i. Enourato proposes to seek approval from NJDOT to restripe or widen Route 31, as needed, to permit a southbound left turn lane into the development and to maintain two (2) southbound through lanes. Northbound access will be provided for right in and left and right out movements. The Township shall support Enourato's application to NJDOT and use reasonable efforts to cause NJDOT to issue the necessary Access and/or Street and/or Intersection Permit.

ii. Based upon property acquired by NJDOT's predecessor in the 1940's, the Concept Plan attached as Exhibit 1 depicts the northbound right-of-way of Rt. 31 as 103 feet from the existing centerline of the road, whereas current NJDOT requirements list the Desirable Typical Section (half width) as 57 feet, or a difference of 46 feet. Enourato believes that NJDOT considers the 46 feet to be "Excess Land" that may be purchased from the State. If purchased, the Concept Plan may be modified to increase the number of market rate units and any revision shall attempt to maximize front yard and buffer area for visual screening.

d. **The Ewing Lawrence Sewer Authority.**

The Enourato Property is presently included in the Mercer County Wastewater Management Plan's ELSA Sewer Service Area. Within 60 days of execution of the Settlement Agreement, the Township shall request that ELSA enter into a Sewer Agreement which shall set forth the conveyance system improvements required to connect the inclusionary development on the Enourato Property to ELSA's existing conveyance facilities (pump station and mains) located in the Denow Road Extension in the vicinity of the western entrance to the Hopewell Shopping Center, the cost to purchase the treatment capacity needed to serve the inclusionary development, the amount of the Connection Fees per unit and the amount of Annual Service Fees per unit.

e. Trenton Water Works.

If requested by Enourato, the Township shall promptly endorse a waterline extension application which seeks to obtain water service from Trenton Water Works by connecting into the existing water mains located in the Denow Road Extension in the vicinity of the western entrance to the Hopewell Shopping Center.

f. Easements for Sewer and Water Line Extensions to connect the inclusionary development into existing sewer and water facilities in the Denow Road Extension in the vicinity of the western entrance to the Hopewell Shopping Center.

The Township shall assist Enourato in obtaining, either voluntarily or involuntarily, easements from the owners of Block 78, Lot 15.02, Block 78, Lot 15.99, Block 78, Lot 16 and Block 78, Lot 35 needed to extend sanitary sewer and water lines from the Enourato Property to the existing sanitary sewer and water facilities located in the Denow Road Extension. Enourato shall bear the Township's costs, including the costs of condemnation if such action is required to secure such easements.

g. Transportation Development District (TDD).

To the extent applicable to the Enourato Property, Enourato supports the dissolution of the Mercer County TDD.

h. Interpretation.

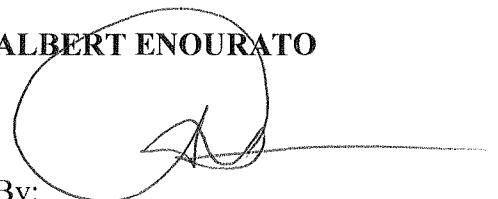
To the extent the terms of this Addendum are inconsistent with the attached Settlement Agreement, or any development approvals granted to Enourato subsequent to the rezoning of the Enourato Property, the terms of this Addendum shall control.

i. **Party Status.**

Enourato is hereby deemed to have party status in this matter and to have intervened in the Action as defendants without the need to file a motion to intervene or an answer or other pleading. The Parties to the attached Settlement Agreement agree to request that the Court enter an order declaring Enourato as an intervenor, but the absence of such an order shall not impact the rights of Enourato or this Agreement, to which FSHC is not a party. The attached Settlement Agreement and this Addendum may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Middlesex County.

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 an integral part of the attached Settlement Agreement Letter.

ALBERT ENOURATO



By: _____

Name: _____

Entitlements

Date: June 16, 2017

**TOWNSHIP OF HOPEWELL,
MERCER COUNTY**

By: _____

Name: Kevin D. Kuchinski

Title: Mayor

Date: June 13, 2017

U.S. HOME CORPORATION

d/b/a LENNAR

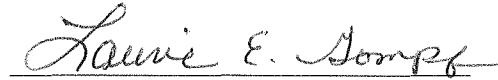
By: _____

Name: Mitchell Newman, Esq.

Title: Director of Land Acquisition and

Date: June 19, 2017

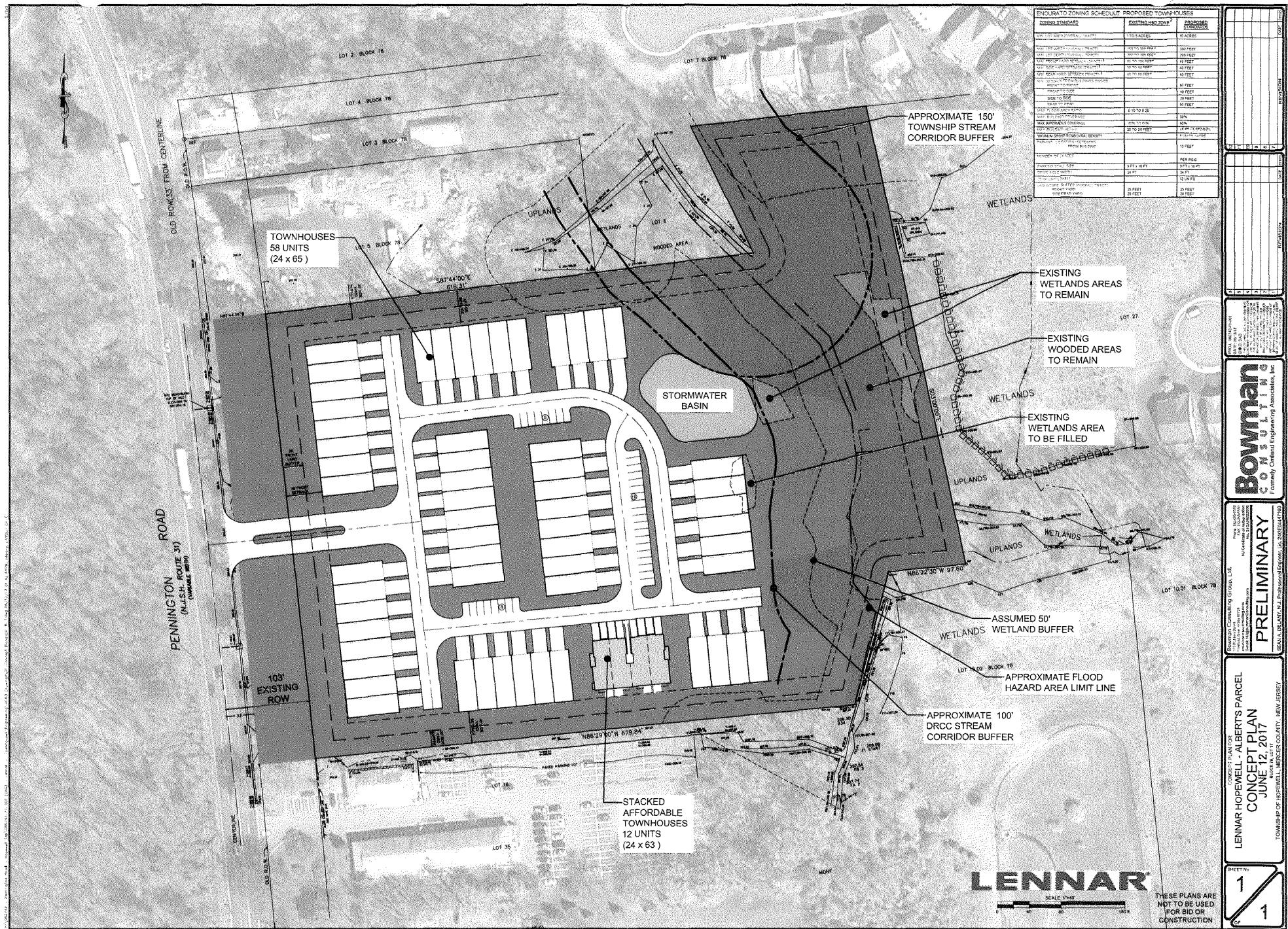
ATTEST:



Name: Laurie E. Gompf

Title: Municipal Clerk

Date: June __, 2017



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

R E S O L U T I O N #17-212

**RESOLUTION AUTHORIZING EXECUTION OF
PROPOSED SETTLEMENT LETTER AGREEMENT
AND ADDENDUM THERETO WITH ALBERT
ENOURATO AND U.S. HOME CORPORATION (D/B/A
LENNAR) 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, Albert Enourato and U.S. Home Corporation (d/b/a Lennar) own and control 11.70 acres of property in Hopewell Township proximate to Route 31 that are shown and designated on the Tax Map as Block 78, Lot 17, and have forwarded correspondence to the Township pursuant to N.J.S.A. 52:27D-310(f) committing to produce a substantial amount of affordable housing on the Enourato property and the Township and Mr. Enourato and Lennar

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 Albert Enourato and Lennar 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