



PARKER McCAY

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lgalella@parkermccay.com

July 23, 2019

File No. 17005-1
17005-3
17088-8

VIA EFILING

The Honorable Mary C. Jacobson, A.J.S.C.
Mercer County Superior Court
400 South Warren Street
Trenton, New Jersey

Re: In the Matter of the Application of the Township of Hopewell
Docket No. MER-L-1557-15 (Mount Laurel)
Deer Valley Realty, LLC v. Township of Hopewell, et al.
Docket No. MER-L-2326-17
In the Matter of the Application of the Township of Hopewell
Appellate Docket Number: A-2665-17-T01

Dear Judge Jacobson:

As Your Honor is aware, I represent Hopewell Township in the above matters. As stated in my prior correspondence, there has been a global settlement of the above three (3) captioned lawsuits. I am now enclosing a copy of the fully executed Global Settlement Agreement which has been signed by all parties. I have attached to this efileing a copy of same for Your Honor's review prior to the Hearing which has been scheduled before Your Honor for Thursday, August 29, 2019 at 10:00 A.M. By copy of this letter, Court Master John Maczuga and all parties are receiving a copy of the fully executed global settlement agreement.

I look forward to Your Honor's attention in this regard.

Respectfully submitted,

LINDA A. GALELLA

Enclosure
LAG/mlg

COUNSEL WHEN IT MATTERS. SM

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

The Honorable Mary C. Jacobson, A.J.S.C.

July 23, 2019

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**PARKER McCAY**

cc: John D. Maczuga, P.P. (via email only w/enclosure)
The Honorable Philip S. Carchman, J.A.D. (ret. on recall) (via email only w/enclosure)
Kevin McManimon, Esquire (via email only w/enclosure)
Frank Banish (via email only w/enclosure)
Arnold C. Lakind, Esquire (via email only w/enclosure)
Ryan P. Kennedy, Esquire (via email only w/enclosure)
Chris Tarr, Esquire (via email only w/enclosure)
Frank Petrino, Esquire ((via email only w/enclosure)
Mitchell Newman, Esquire (via email only w/enclosure)
Adam Gordon, Esquire (via email only w/enclosure)
Thomas F. Carroll, III, Esquire (via email only w/enclosure)
Robert Ridolfi, Esquire (via email only w/enclosure)
Francis P. Linnus, Esquire (via email only w/enclosure)
Steve Goodell, Esquire (via email only w/enclosure)
Ronald C. Morgan, Esquire (via email only w/enclosure)
Honorable Kristen McLaughlin, Mayor (via email only w/enclosure)
Honorable Michael Ruger, Deputy Mayor (via email only w/enclosure)
Honorable Kevin Kuchinski, Committee Member (via email only w/enclosure)
Honorable Julie Blake, Committee Member (via email only w/enclosure)
Honorable John R. Hart, Committee Member (via email only w/enclosure)
Mark W. Kataryniak, P.E. (via email only w/enclosure)
Elaine Borges, Administrator (via email only w/enclosure)
Laurie E. Gompf, Municipal Clerk (via email only w/enclosure)



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June 24, 2019

File No. 17005-0001
17005-0003
17088-0008

Ryan Kennedy, Esquire
Stevens & Lee, PA/PC
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Szaferman, Lakind, Blumstein & Blader
Quakerbridge Executive Center
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Lawrenceville, NJ 08648

Adam Gordon, Esquire
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002

Thomas F. Carroll, III, Esquire
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21 Roszel Road
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Princeton, NJ 08543-5226

Frank Petrino, Esquire
Eckert, Seamans Cherin & Mellot, LLC
P.O. Box 5404
Princeton, NJ 08543-5404

Re: In the Matter of the Application of the Township of Hopewell
Docket No. MER-L-1557-15 (Mount Laurel)
Deer Valley Realty, LLC v. Township of Hopewell, et al.
Docket No. MER-L-2326-17
In the Matter of the Application of the Township of Hopewell
Appellate Docket Number: A-2665-17-T01

Gentlemen:

This letter memorializes the terms of a global settlement agreement (“Agreement”) reached between the Township of Hopewell (the “Township”), and CF Hopewell CC&L LLC, CF Hopewell South LLC, CF Hopewell CCRC LLC and CF Hopewell West Res LLC (CF Hopewell, CC&L LLC, CF Hopewell South LLC, CF Hopewell CCRC LLC and CF Hopewell West Res LLC and any successor or affiliate are hereafter collectively referred to as “CF Hopewell”), and Deer Valley Realty, Inc. (Deer Valley Realty, Inc. and any successor or affiliate are hereafter referred to as “Deer Valley”) and Fair Share Housing Center (“FSHC”), Albert Enourato (“Enourato”), U.S. Home Corp. d/b/a Lennar (“Lennar”), Federal City Road, LLC, and

COUNSEL WHEN IT MATTERS.™

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



Woodmont Properties, LLC (“Woodmont”) (collectively, the “Parties”), in the lawsuits 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 “DJ action”); Deer Valley Realty, Inc. v Township of Hopewell, which is currently pending in the Superior Court of the State of New Jersey, Mercer County, bearing Docket No. MER-L-2326-17 (the “PW action”) and 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, Appellate Division, bearing Docket No. A-2665-17-T01 (the “Appellate Division action”) (the “Actions”).

Settlement Terms

The Parties hereby agree to the following terms:

1. This Agreement supplements and modifies the June 12, 2017 settlement agreement between the Township and CF Hopewell, the July 13, 2017 settlement agreement between the Township and FSHC, and as to CF Hopewell only the July 13, 2017 Supplemental Agreement between the Township, FSHC, CF Hopewell, Enourato, Lennar and Woodmont Properties, LLC (“Supplemental Agreement”). To the extent there are any inconsistencies, this Agreement will control; provided, however, that for the avoidance of doubt, it is acknowledged and agreed that nothing in this Agreement is intended to affect the June 12, 2017 settlement agreement between the Township, Enourato and Lennar or the Supplemental Agreement as to Enourato or Lennar (other than as specifically provided in Paragraph 12e below with respect to the Zaitz alternative to the BMS property with respect to Lennar), and that all parties consent to the changes in paragraph 12 as to Exhibit A as to the July 13, 2017 Supplemental Agreement and referencing the crediting chart attached to all agreements.
2. Deer Valley is the record owner of properties known and designated on the Hopewell Township Tax Maps as Block 93, Lots 19 and 45.01 (residential tract), Lots 32, 44 and 60 (so called “hotel tract”), and Block 93.05, Lot 1 on Scotch Road in Hopewell Township, Mercer County. CF Hopewell is the record owner of properties known and designated on the Hopewell Township Tax Maps as Block 93.05, Lot 2 and Block 93, Lot 20 and 46. The residential tract, the hotel tract and the CF Hopewell properties referenced in this paragraph are collectively referred to as the “Rezoning Parcels.”
3. Deer Valley agrees to dismiss or otherwise cause to be resolved all claims brought by it in the Actions against all parties to this Agreement as follows: (a) entry in the DJ Action of an Amended Final Judgment of Compliance and Repose, with all parties to this Agreement consenting to the entry of the Final Judgment; (b) entry in the PW Action of an Order setting forth all Township and Planning Board actions taken to address the remanded issues, a finding that all remanded issues have been addressed to the satisfaction of the Court, and dismissing all eleven (11) Counts of Deer Valley Amended Complaint, with all parties to this Agreement consenting to the entry of the Order, and (c) the filing in the Appellate Division Action of a Stipulation of Dismissal, with prejudice



and without costs, signed by all parties to this Agreement. Deer Valley also agrees to release all other claims and/or not bring any form of challenge that could have been brought by Deer Valley against any party to this Agreement based on any facts, circumstances, events or actions that took place prior to the execution of this Agreement, or any facts, circumstances, events or actions that take place prior to an Amended Final Judgment of Compliance and Repose becoming final and unappealable. All parties agree to release all other claims and/or not bring any form of challenge that could have been brought against Deer Valley based on any facts, circumstances, events or actions that took place prior to the execution of this Agreement, or any facts, circumstances, events or actions that take place prior to an Amended Final Judgment of Compliance and Repose becoming final and unappealable. These releases shall not encompass any breach of contract claims between the parties. The parties to this Agreement also agree that they shall take no actions or offer testimony or evidence against, but shall cooperate towards the (i) implementation of the Supplemental Agreement and this Agreement, including those actions needed to satisfy Condition 9 of the Special Master's Report, (ii) adoption of an Amended HEFSP consistent with terms of this Agreement, and (iii) adoption of an Amendment to the Land Use and Development Ordinance of the Township of Hopewell, which Amendment will place the Rezoning Parcels in a zone regulated by an ordinance encompassing both commercial and residential uses to be introduced by ordinance at a later date following execution of this agreement and consistent with the terms of this agreement. The Amendment of the Land Use and Development Ordinance shall be introduced before the Township Committee within fifteen (15) days after execution of the Agreement by all parties, and shall be scheduled for a second reading and Public Hearing within sixty (60) days after execution of the Agreement by all parties. Within three (3) business days of the signing of this Agreement by all parties, all parties shall then execute and provide to counsel for the Township a signed Stipulation of Dismissal of the Appellate Division Action and within fourteen (14) days Orders resolving the PW and DJ actions. Counsel to the Township shall hold the Stipulation and Orders in escrow until the zoning changes referred to in this paragraph become final and unappealable, at which time the Stipulation and Orders shall be filed with the Court. In the event that the zoning changes do not become final and/or are finally invalidated on appeal, the Stipulation and Orders shall be returned to all parties and the Actions shall continue.

4. The Township Committee shall refer the Land Use and Development Ordinance amendments to the Planning Board for consideration by the Planning Board twenty (20) days after introduction of the ordinance. In the event the Planning Board does not recommend adoption of the Ordinance by a vote of at least a majority of a quorum of the Planning Board present and voting on the issue, and if the Township does not thereafter adopt the Land Use and Development Ordinance amendments this Agreement shall have no further force and effect.
5. Deer Valley will develop Block 93, Lots 19, 45.01, 20 and 46 for up to 625 age restricted units (age restricted to owners age 55 and over). 125 of these units will be age restricted affordable housing units. In the event that Lots 20 and 46 and 19 and 45.01 do not have



common ownership at the time of development, 150 units, 30 of which shall be age restricted affordable, shall be allocated to Block 93, Lots 20 and 46. 475 units, 95 of which shall be age restricted affordable, shall be allocated to Block 93, Lots 19 and 45.01. The Parties anticipate that it is possible that the residential component of the Rezoning Parcels will ultimately yield fewer than 625 total units. To the extent there is a shortfall in the resulting number of affordable housing units from applying a 20% set-aside to the number of units deemed feasible to construct on the site, the Township shall address the shortfall either through (a) modification to the CF Hopewell/Capital Health development through agreement with Van Princess Realty Group LLC or its successors or assigns to provide additional senior affordable housing units in that development or (b) a municipally sponsored group home or homes to address the shortfall. The Township shall as part of the midpoint realistic opportunity review in this matter provide an update as to any shortfall and if such shortfall exists or is reasonably anticipated designate which of these options it will select to address the shortfall and demonstrate how it will provide a realistic opportunity for that option otherwise in conformance with all terms of the July 13, 2017 Settlement Agreement between the Township and FSHC as modified by this Agreement.

6. As to the affordable units to be constructed on the Rezoning Parcels, 50% of the 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. 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 to be constructed on the Rezoning Parcels shall be required to be at 30 percent of median income and that all affordable units shall be subject to a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 40 years, and all other applicable laws.
7. Deer Valley will use its best efforts to develop a hotel, conference center, restaurant and may be permitted to develop other uses as may be permitted by ordinance on Block 93, Lots 32, 44 and 60 provided that development of such uses shall not be a precondition to construction or delivery or in any way delay the construction of the of the inclusionary residential development referenced in paragraph 5. If the hotel acquires an Alcoholic Beverage License because it contains at least one hundred (100) sleeping rooms, then Deer Valley shall endeavor to assure that the Alcoholic Beverage License may be used by any restaurant located on Block 93, Lots 32, 44 or 60.
8. Certain parcels referenced in this Agreement are presently not included in the Mercer County Waste Water Management Plan (the "WMP"). Pursuant to N.J.A.C. 5:93-5.3(b), Deer Valley and CF Hopewell shall, as soon as practicable and in any event no later than the grant of the final unconditional judgment of repose, file an application(s) with NJDEP and Mercer County for the Site Specific amendment to the Mercer County Wastewater



Management Plan for the Rezoning Parcels All parties to this Agreement agree to cooperate with and support the joint application for a Site Specific amendment to the Mercer County Wastewater Management Plan. The Township shall affirmatively endorse such an application.

Per N.J.A.C. 5:93-5.3(b), if there is a denial by NJDEP of the Site Specific amendment or at the end of two years after an unconditional Amended Final Judgment of Compliance and Repose being entered in Docket MER-L-1557-15 there is no DEP determination, then this Agreement and any Orders of the Court shall be reopened on a limited basis. The reopening of this Agreement and Orders shall be solely to determine whether there is a realistic opportunity on the Deer Valley site for the 125 affordable units (e.g. through alternative wastewater treatment such as on-site package treatment plants) and, if there is not a realistic opportunity, to determine how the Township shall provide a realistic opportunity for the same number of units on an alternate site or sites within the Township towards the Third Round obligation for the 125 affordable units and otherwise be in conformance with all terms of the July 13, 2017 Settlement Agreement between the Township and FSHC as modified by this Agreement. In the event of a denial or if there is no DEP determination within the two-year period, the Township shall within thirty (30) days of the denial or expiration of the two-year period submit to the Court an initial proposal for how it will provide such a realistic opportunity either on the Deer Valley site or alternative sites. Any party to this agreement may then respond to such proposal by the Township with any objections within fifteen (15) days of the Township's proposal, with any such objection to be adjudicated by the Court after the review by the Special Master of the Township's proposal and any objections. Notwithstanding anything herein to the contrary, in the event of such a denial or expiration of the two-year period or the reopening of this Agreement and Orders Deer Valley shall take no action to delay or otherwise object to the development of any inclusionary housing sites identified in the amended Housing Element and Fair Share Plan or interfere or object to either the implementation of the Township's Housing Element and Fair Share Plan or the Amended Final Judgment of Compliance and Repose.

9. The relevant property owners shall be responsible for obtaining all other government approvals to provide other utilities and public improvements as may be necessitated for development. The Township shall cooperate with the relevant property owners in the pursuit of its applications presented by the property owners for the extension of utilities and other public improvements for development.
10. Deer Valley and CF Hopewell shall pay the sum of \$25,000.00 each in attorney's fees and costs to FSHC as its share of the legal fees incurred by FSHC. Deer Valley will pay the sum of \$155,000.00 in attorney's fees and costs to the Township in settlement of the Actions. All fees referenced in this paragraph shall be paid no later than 45 days following decision on the combined fairness hearing /amendment to the final judgment of compliance and repose.



11. It is the intention of the parties that at least 340 (formerly 465) affordable housing units or their equivalent be located on the CF Hopewell lands included in the original June 12, 2017 settlement agreement between the Township and CF Hopewell. 20% of the units in the Residential Component shall be affordable units, up to a maximum of 305 such units. 185 of the affordable units must be family rental units. Further details are specified on the nature of these affordable units in the following two paragraphs and in the June 12, 2017 settlement agreement between the Township and CF Hopewell, the July 13, 2017 settlement agreement between the Township and FSHC, and the Supplemental Agreement. Other than the specific changes to the number and type of affordable units made in this Agreement, the provisions of those earlier Agreements as to the affordable units on the CF Hopewell lands included in the June 12, 2017 settlement agreement between the Township and CF Hopewell still control.
12. The "Hopewell Township Composite Fair Share Plan Rounds 1-3 Revised July 13, 2017" which is Exhibit A to the July 13, 2017 Settlement Agreement between the Township and FSHC and referenced in paragraph 1 of the July 13, 2017 Supplemental Agreement is revised as follows:
- a. The "CF Hopewell" line of the chart shall be deemed to reflect 305 total units instead of 430 total units, and the total number of credits from CF Hopewell shall total 490 instead of 615. The family rental units and rental bonuses in the CF Hopewell chart shall remain unchanged at 185.
 - b. The "CF Hopewell/Capital Health" line of the chart shall remain unchanged at 35.
 - c. A new line of the chart shall be deemed to be added under "Inclusionary Housing Developments – Proposed" that shows that the owners of Block 93, Lots 19 and 45.01 and Lots 20 and 46 shall be responsible for 125 age restricted inclusionary units. In the event that Lots 20 and 46 and 19 and 45.01 do not have common ownership at the time of development, 150 units, 30 of which shall be age restricted affordable, shall be allocated to Block 93, Lots 20 and 46. 475 units, 95 of which shall be age restricted affordable, shall be allocated to Block 93, Lots 19 and 45.01.
 - d. The total age-restricted units reflected in the line "Third Round 285" under "Maximum Age-Restricted Requirements" shall be deemed changed from 94 to 219.
 - e. Footnotes 1 and 2 to the chart shall be deemed deleted and no longer applicable; the affordable units on both the CF Hopewell property (other than the CF Hopewell/Capital Health development) and BMS property (or Zaitz alternative to the BMS property) shall be developed entirely as family units.
13. Paragraph 2(a)(1) of the Supplemental Agreement is hereby replaced with the following paragraph:
Paragraphs 5 and 7 of the CF Hopewell Addendum are deleted and shall be replaced by the following:



“5. The parties agree that at least 340 affordable housing units, as described in this paragraph, shall ultimately be located on the Modified CF Hopewell Land. 35 affordable Medicaid beds and/or age-restricted independent living affordable units shall be located in the CCRC. 20% of the units in the Residential Component shall be affordable units, up to a maximum of 305 such units. CF Hopewell shall have the ultimate discretion (subject to any limitations that may be set forth within the applicable Redevelopment Agreements) as to the unit types and location of the affordable units provided that at least 185 of the affordable units must be family rental units, and that none of the affordable units in the Residential Component may be age-restricted units. All other affordable units shall be family affordable units for rent or for sale, at CF Hopewell’s discretion, and shall be integrated within each phase in compliance with N.J.A.C. 5:93-5.6(f), except that within each phase (a) 7% of the affordable units shall be completed upon the completion of 15% of the market rate units plus one market rate Unit; (b) 15% of the affordable units shall be complete upon the completion of 25% of the market rate units plus one market rate unit, with requirements for 50%, 75%, and 100% completion as stated in N.J.A.C. 5:93-5.6(f); recognizing that enforcement would be through the courts and not through COAH. The Township shall enforce this phasing requirement before issuing Certificates of Occupancy for market rate units.”

“7. The parties agree that 35 affordable Medicaid beds and/or age-restricted independent living affordable units shall be located in the CCRC.”

14. The Township shall introduce and adopt a revised Housing Element and Fair Share Plan in accordance with the terms of this Agreement.
15. This Agreement must be approved by the Court at a fairness hearing at which the Parties will also request the amendment of the Final Judgment of Compliance and Repose. The Parties agree to request judicial approval of the terms of this Agreement and the Amended HEFSP pursuant to the legal standard set forth in Morris Cty. Fair House, Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff’d o.b. 209 N.J. Super. 108 (App. Div. 1986) and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996)). Notice of the Fairness Hearing and proposed amendment to the Final Judgment shall be published at least 30 days in advance of the hearing.
16. 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. Provided, however, if the severance of any provision will deprive any party of the material benefits of the bargain, this Agreement shall be null and void.



17. This Agreement shall be governed by and construed under the laws of the State of New Jersey.
18. The Amended Final Judgment of Compliance and Repose and any other Court Order shall provide that the Court shall retain jurisdiction to enforce by Motion in Aid of Litigants Rights, any actions taken by any party or joinder party after the entry of the Amended Final Judgment of Compliance and Repose that violates any provision of the Agreement or the Amended HEFSP.
19. This Agreement may not be modified, amended or altered in any way except by a writing signed by the Parties or their respective assignees.
20. 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.
21. 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 possesses the authority to sign the Agreement.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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

**PARKER McCAY**

June 24, 2019

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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
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Brick, NJ 08724
Phone: (732) 864-6369
Telecopier:
E-mail: jmacguza@jdmpanning.com

TO FSHC:

Adam Gordon, Esquire
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856)665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:

Linda A. Galella, Esquire
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: lgalella@parkermccay.com

**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 CF HOPEWELL:

Ryan P. Kennedy, Esq.
Stevens & Lee
100 Lenox Drive, Suite 200
Lawrenceville, NJ 08648
Phone: 609-243-9111
Telecopier: 609-243-9333



PARKER McCAY

June 24, 2019

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Email: rpke@stevenslee.com

TO DEER VALLEY REALTY, LLC:

Arnold C. Lakind, Esquire
Szaferman, Lakind, Blumstein, Blader, P.C.
101 Grovers Mill Road, Suite 200
Lawrenceville, NJ 08648
Phone: (609) 275-0400
Telecopier: (609) 275-4511
Email: alakind@szaferman.com

With a copy to

Robert N. Ridolfi, Esquire
26 Harbourton-Woodsville Road
Pennington, NJ 08534
Phone: (609) 731-5599
Telecopier: (609) 333-0304
Email: rridolfi@verizon.net

TO U.S. HOMES d/b/a LENNAR, FEDERAL CITY ROAD, ALBERT ENOURATO:

Frank Petrino, Esquire
Eckert, Seamans, Cherin & Mellot, LLC
P.O. Box 5404
Princeton, NJ 08543-5404
Phone: (609) 989-5029
Telecopier: (609) 392-7956
Email: fpetrino@eckertseamans.com

TO WOODMONT PROPERTIES INC.:

Thomas F. Carroll, III, Esquier
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



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Please sign below if these terms are acceptable.

Sincerely,

A handwritten signature in cursive script that reads "Linda A. Galella".

LINDA A. GALELLA, ESQUIRE
Affordable Housing Counsel for
Township of Hopewell



PARKER McCAY

June 24, 2019

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

Kim L. Glin

Dated: 6/24/19

On behalf of CF Hopewell CC&L LLC:

Dated: _____

On behalf of Fair Share Housing Center:

Dated: _____

On behalf of Deer Valley Realty, Inc.:

Dated: _____



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

[Handwritten Signature]

Dated: 6/24/19

On behalf of CF Hopewell CC&L LLC:

[Handwritten Signature]

William Turner, Authorized Signatory

Dated: 7/11/2019

On behalf of Fair Share Housing Center:

Dated: _____

On behalf of Deer Valley Realty, Inc.:

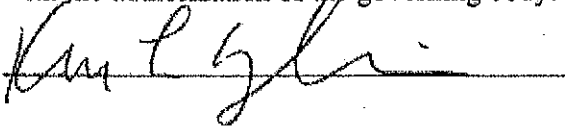
Dated: _____



PARKER McCAY

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Page 12

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

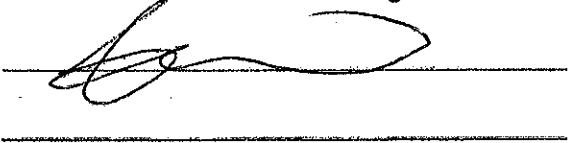


Dated: 6/24/19

On behalf of CF Hopewell CC&L LLC:

Dated: _____

On behalf of Fair Share Housing Center:



Dated: 7/1/19

On behalf of Deer Valley Realty, Inc.:

Dated: _____



PARKER McCAY

June 24, 2019
Page 12

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

Dated: _____

On behalf of CF Hopewell CC&L LLC:

Dated: _____

On behalf of Fair Share Housing Center:

Dated: _____

On behalf of Deer Valley Realty, Inc.:
By: Crestek, Inc, its sole shareholder

Michael Goodson

By: J. Michael Goodson, President

Dated: 6/29/2019



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

US Home Corporation (dba Lennar)

Mitchell Newman

Dated: 7/11/19

On behalf of Woodmont Properties, LLC

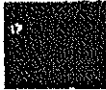
Dated: _____

On behalf of Federal City Road, LLC

Dated: _____

On behalf of Albert Enourato

Dated: _____



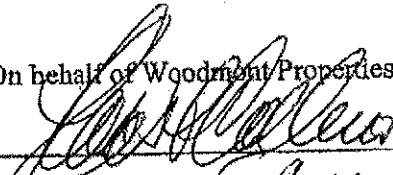
PARKER McCAY

June 24, 2019
Page 13

On behalf of U.S. Homes d/b/a Lennar

Dated: _____

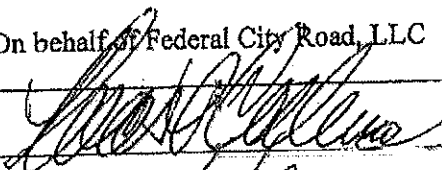
On behalf of Woodmont Properties, LLC



THOMAS F. CARONE III

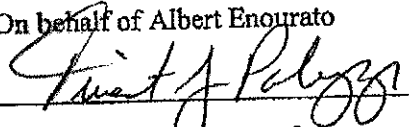
Dated: 7/12/19

On behalf of Federal City Road, LLC



Dated: 7/12/19

On behalf of Albert Enourato



VINCENT J. PUZZI

Dated: 7/16/19



June 24, 2019
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On behalf of CF Hopewell CCRC LLC:

William Turner
William Turner
Authorized Signatory

Dated: 7/11/19

On behalf of CF Hopewell West Res LLC:

William Turner
William Turner
Authorized Signatory

Dated: 7/11/19

On behalf of CF Hopewell South LLC:

William Turner
William Turner
Authorized Signatory

Dated: 7/11/19