

FAIR SHARE HOUSING CENTER

Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
Joshua D. Bauers, Esq.
Ashley J. Lee, Esq.
Esmé M. Devenney, Esq.
Ariela Rutbeck-Goldman, Esq.
Joelle L. Paull, Esq.

June 27, 2025

Via eCourts and Electronic Mail

Hon. Michael C. Gaus, J.S.C.
Superior Court of New Jersey
Sussex County Judicial Center
43-47 High Street
Newton, New Jersey 07860

**Re: Eden Lane Condominium Association, Inc. v. Township of Hanover,
Docket No.: MRS-L-000413-23**

Dear Judge Gaus:

Please accept this letter brief in lieu of a more formal brief from Fair Share Housing Center (“FSHC”) in opposition to Plaintiff Eden Lane Condominium Association Inc.’s (“Plaintiff”) complaint for declaratory judgment. FSHC asks the Court to deny the relief sought by Plaintiff to extinguish the affordability controls at the Eden Lane Condominium development (“Eden Lane”). FSHC also asks the Court to deny Plaintiff’s request to amend its Master Deed and Affordable Housing Plan to equalize the maintenance fees and record an amendment to void Paragraph 11.49(9) of the Master Deed that requires the Township of Hanover (“Township” or “Hanover”) consent for changes to Paragraph 11.49(8).

Eden Lane is an inclusionary condominium development with sixty-six (66) affordable units. The Township of Hanover received sixty-six (66) credits towards its Third Round Mount Laurel obligation for extending the affordability controls on these units. However, Plaintiff alleges that the affordability controls on the sixty-six (66) affordable units at Eden Lane automatically expired on March 10, 2022, and it is permitted to “equalize” the maintenance/assessment fee rate for the affordable units to those assessed to the 232 market-rate Townhouse Units and Manor Home units within Eden Lane. “Equalization” would cause affordable unit owners’ monthly fees to

June 27, 2025

Page 2

increase by \$264.54 and market rate owners' monthly fees to decrease by \$70.14. (Stip. F. 86).

New Jersey's affordable housing laws authorize municipalities to extend expiring affordability controls by resolution in accordance with the Uniform Housing Affordability Controls ("UHAC") and by executing private agreements with individual affordable unit owners. Plaintiff is aware of the Township's right to extend, has previously represented that it agrees with "whatever ordinances the Township would choose to adopt with the respect to marketing and controls of sales units," (Stip. F. 29) and failed to timely object to the extension of the affordability controls.

In consideration of the above, FSHC submits that the Court should deny the Plaintiff's relief to extinguish the deed restrictions and "equalize" the assessments. The deed restrictions are not permitted to be released as a matter of law, and especially not for the sake of the market-rate owners' pecuniary benefit. To hold otherwise would put at risk thousands of occupied, needed affordable homes.

FACTS & PROCEDURAL HISTORY

Eden Lane is two-hundred and ninety-eight (298) unit ownership condominium complex, including sixty-six (66) affordable units, located in the Township's R-M District. The complex was constructed in 1993. (Stip. F. 11). The Township first adopted its R-M District zoning provisions in 1984 to resolve the Township's initial Mount Laurel case entitled Morris County Fair Housing Council v. Township of Boonton, et al., Docket. No.: MRS-L-60001-78. The Township received sixty-six (66) units of credit towards its First & Second Round obligation for providing a realistic opportunity for the construction of the units at Eden Lane, and sixty-six (66) units of credit towards its Third Round Obligation for extending the affordability controls on the sixty-six (66) units. (J-1).

June 27, 2025

Page 3

Calk, Inc., (“Calk”) was the developer of Eden Lane. (Stip. F. 7). Calk intervened in the Township’s Morris County Fair Housing Council case on October 23, 1986. (Stip. F. 29). In its brief in support of intervention, Calk memorialized that it had agreed to comply with “whatever ordinances the Township would choose to adopt with the respect to marketing and controls of sales units” and “with whatever ordinance the Township adopted to permit the Township to control the Mt. Laurel commitments” (Stip. F. 29).

The Township Planning Board granted final site plan approval to Calk on July 23, 1991. (Stip. F. 10). The Master Deed for Eden Lane was created on August 19, 1992, and recorded on September 30, 1992. (Stip. F. 37). The Master Deed includes a document titled “Affordable Housing Plan for Eden Mill Village” (“Affordable Housing Plan”), dated March 10, 1992. The Affordable Housing Plan states:

The purpose and function of this Affordable Housing Plan is to reflect compliance by the Eden Mill Village development with the Final Judgment of Compliance as to Hanover Township entitled in the matter of Morris County Fair Housing Council v. Boonton Twp., et al. Superior Court of New Jersey, Law Division Morris County, Docket No. L600-78 PW, a copy of which is attached hereto as Exhibit D-1a, and to establish processes and procedures by which Hanover Township will implement this plan.

[Stip. F. 40].

With respect to maintenance fees, the Master Deed provides, in Paragraph (6):

In the event the Grantor adds additional sections to the Master Deed, the percentage of interest of the Units in the Project shall change in accordance with the formula set forth hereinafter. All T.H. [Town House] Units and all M.H. [Manor Home] Units shall have a value equal to “X”. All A.H. [Affordable Housing] Units shall have a value equal to “Y”. For purposes of calculation of the percentage of interest, each “Y” unit shall be equal to .33“X”. For example, and by way of illustration, in the event that all of the sections are added to the Project, the formula would be applied as follows. There would be 232 T.H. and M.H. Units and 66 A.H. Units. Accordingly, $232X + 66Y = 100$. $Y = .33X$. $232X + (.33X)66 = 100$ / $X = .393$;

June 27, 2025

Page 4

Y=.129%. Accordingly, each T.H. and M.H. Unit would have a percentage of interest of .393 and each A.H. Unit would have a percentage of interest of .129.

Except as otherwise provided in the Master Deed, the respective undivided interest in the Common Elements established and to be conveyed with the respective Units shall have a permanent character and shall not be altered or changed without the acquiescence of all of the Unit owners of all of the Units in the Condominium Property.

[...]

The proportionate interest of each Unit Owner in the Association and any property owned by the Association shall be based upon the above referenced percentage of interest in the Common Elements of the Unit in the Condominium.

[Stip. F. 42].

Paragraph 11.49(8) is the provision concerning controls on affordability: “[T]he terms, restrictions, provisions, and covenants of the Affordable Housing Plan, and the provisions of this Master Deed referring to and incorporating the Affordable Housing Plan, shall automatically expire and terminate thirty (30) years from the date of the Affordable Housing Plan.” (Stip. F. 46). And Paragraph 11.49(9) requires Eden Lane to obtain the Township’s approval before amending or altering any provisions of “Paragraph 11.49 of th[e] Plan or the Affordable Housing Plan” (Stip. F. 46).

On August 4, 1999, by resolution, the Council on Affordable Housing (“COAH”) granted the Township substantive certification. (J-18). The Township’s R-M District provisions, with required amendments were approved by COAH. (Stip. F. 57). The amendments were adopted by ordinance No. 28-99 and require that “initial rent and sale prices shall be in accordance with N.J.A.C. 5:93-7.4. Thereafter, rent and sales prices shall be in accordance with N.J.A.C. 5:93-9.” (Stip. F. 61). N.J.A.C. 5:93-9.9 states the following about how and when a municipality may extend controls on for-sale units:

June 27, 2025

Page 5

A municipality shall have the right to determine that the most desirable means of promoting an adequate supply of low- and moderate-income housing is to prohibit the exercise of the repayment option and maintain controls on lower income housing units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2. Such determinations shall be effective upon filing with the Council and the authority. The resolution shall specify the time period for which the repayment option shall not be applicable. During such period, no seller in the municipality may utilize the repayment option permitted by N.J.A.C. 5:93-9.8

On July 2, 2015, the Township filed a Complaint for Declaratory Judgment to establish compliance with its Third Round Mount Laurel obligation, in accordance with the New Jersey Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"). (Stip. F. 64). As a part of its Third Round compliance, Hanover adopted Resolution No. 132A-18 to extend the affordability controls on the sixty-six (66) affordable units at Eden Lane in accordance with N.J.A.C. 5:80-26.5. (Stip. F. 65). The Township and FSHC executed an agreement resolving the Township's Declaratory Judgment on February 5, 2019. ("2019 Agreement"). The Township agreed to extend the controls on the affordable units at Eden Lane in the 2019 Agreement. (Cert. of E. Devenney at Exh. A).

The Court approved the agreement after a Fairness Hearing held on May 10, 2019. (J-24). The Fairness Hearing was duly noticed on April 1, 2019. (Devenney Cert. Exh. B).

The 2019 Agreement was placed on file on April 10, 2019. (Devenney Cert. Exh. B). Resolution 132A-18, the resolution extending controls on the affordable units at Eden Lane, is Exhibit D to the 2019 Agreement. (Devenney. Cert. Exh. B).

The Township received a Final Judgment of Compliance and Repose for its Third Round Mount Laurel obligation on May 3, 2021, after conducting a duly-noticed Amended Fairness and Compliance Hearing on April 15, 2021. (J-25). The agreement was amended on June 2, 2020, and

June 27, 2025

Page 6

March 1, 2021. (Cert. of E. Devenney at Exhs. C, D). The amended agreements do not address the extension of controls at Eden Lane.

ARGUMENT

FSHC incorporates and relies on the arguments made in its February 2, 2024 letter brief submitted in opposition to the Plaintiff's motion for summary judgment. FSHC supplements the arguments made in its February 2, 2024 brief below.

I. The applicable statutory and regulatory framework authorized Hanover to extend expiring controls at Eden Lane.

The Court should deny Plaintiff's relief because the Township has the right to extend the affordability controls at Eden Lane and to maintain the existing fee structure.

In 1985, the New Jersey Legislature passed the Fair Housing Act ("FHA") to codify the guarantee of the Mount Laurel doctrine that all municipalities must provide a realistic opportunity for affordable housing to low- and moderate-income people. See Hills Dev. Co. v. Bernards Twp. in Somerset Cty., 103 N.J. 1, 19 (1986). Subsequently, the FHA transferred primary responsibility for overseeing municipal compliance with the Mount Laurel doctrine from the judiciary to COAH and required COAH to promulgate regulations to determine regional fair share obligation. Id. at 19-22; N.J.S.A. § 52:27D-307 (repealed). COAH's first iteration of regulations, released in 1989, applied to all "newly constructed low- and moderate-income" units constructed after July 1989, established an affordability control term of twenty (20) years and permitted municipalities to extend affordability controls on affordable ownership units by resolution. See N.J.A.C. 5:92-12.1 et seq.

A municipality shall have the right to determine that the most desirable means of promoting an adequate supply of low and moderate income housing is to prohibit the exercise of the repayment option and maintain controls on lower income housing units sold within the municipality beyond the period required by

June 27, 2025

Page 7

N.J.A.C. 5:92-12.1. Such determination shall be made by resolution of the municipal governing body

[See N.J.A.C. 5:92-12.8(a)].

COAH's second iteration of rules maintained municipal authority to extend expiring controls by resolution and increased the affordability control term from twenty (20) years to beyond thirty (30). See N.J.A.C. 5:93-9.9. Since then, COAH regulations have maintained municipal authority to extend expiring controls by resolution. See, N.J.A.C. 5:93-9.9; see also N.J.A.C. 5:94-4.16(a) (further endorsed in N.J.A.C. 5:97-6.14 and permitted municipalities to receive credits for extending expiring affordability controls by resolution).

Municipal authority to extend controls has continued without interruption to the present iteration of governing regulations, namely, UHAC, which were adopted by the New Jersey Housing and Mortgage and Finance Agency ("HMFA") in 2024 under its Uniform Housing Affordability Controls, set forth at N.J.A.C. 5:80-26.1– 26.28, and are the current iteration of affordability control regulations. N.J.A.C. 5:80-26.7(d) states:

The mater deeds and Declarations of Covenants and Restrictions for affordable developments may not distinguish between restricted market-rate units in the calculation of any condominium or homeowner association fees and special assessments charged to affordable units shall be based on the common interest percentage and the full build-out budget. Affordable units in a condominium or homeowner association subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance. If the affordability controls on such units are extended by the municipality or by agreement between the municipality and the affordable homeowner, the existing fee structure will be maintained. Any increase to the homeowner association fee, condominium association fee, or amenity fee that would cause an owner of an affordable unit to exceed the housing costs specified in these regulations is prohibited. If renovations or charges related to a special assessment do not impact or benefit affordable units,

June 27, 2025

Page 8

affordable unit owners may not be subject to the special assessment charge.

Here, the Township exercised its right to extend expiring controls under COAH's rules and UHAC when it adopted Resolution No. 132A-18. Eden Lane was constructed after the FHA was enacted and after COAH promulgated N.J.A.C. 5:92 et seq. and N.J.A.C. 5:93 et seq.

Also, the parties have stipulated that these units are 95/5 units. 95/5 units are defined as "restricted ownership unit[s] that [are] a part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001." N.J.A.C. 5:93-9.9 gives municipalities the "right" to "maintain controls on lower income housing units sold within the municipality beyond" 30 years.

Moreover, thirty-one (31) of the sixty-six (66) affordable unit owners have entered into an agreement with the Township to extend affordability controls. (Stip. F. 87). And it is FSHC's understanding that an additional thirty-four (34) have expressed an interest in doing the same. Thus, the affordable units at Eden Lane were lawfully extended by either Resolution 132A-18, an agreement with the unit owner, or both.

II. Plaintiff was on notice that the Township may extend the affordability controls at Eden Lane when the units were first constructed, when the Township entered in the 2019 settlement agreement, and when the Township adopted Resolution 132A-18 to extend the controls and raised no objections.

The purpose of this joint judicial proceeding is for the Court to evaluate whether a proposed agreement is fair and reasonable to the interest of the region's low- and moderate-income households according to the principles set forth in Morris County Fair Housing Council v. Boonton Tp., 197 N.J.Super, 359 (Law Div. 1984), aff'd o.b., 209 N.J.Super., 108 (App. Div. 1986) and East/West Venture v. Bor. of Fort Lee, 286 N.J.Super., 311 (App. Div. 1996); and to evaluate a municipality's Housing Element and Fair Share Plan in the context of a Compliance Hearing. The

June 27, 2025

Page 9

purpose of a Compliance Hearing is for the Court to determine whether a municipality's affordable housing plan satisfies its obligation to provide a realistic opportunity for construction of its fair share of the regional need for housing affordable to low-and moderate-income households. If a Court determines that a municipality has satisfied its obligation to provide a realistic opportunity to satisfy its fair share, it will enter a Judgment of Compliance and Repose.

Pursuant to N.J.A.C. 5:96-3.6, when a municipality petitions for a Judgment of Compliance and Repose the Housing Element and Fair Share Plan shall be available for inspection for a period of 45 days beginning on the date of publication of the notice. During this period, the public and any interested party may file comments or objections to the Housing Element and Fair Share Plan. In the case of a joint Fairness and Compliance hearing, comments or objections may also be filed in response to the proposed Settlement Agreement.

On April 10, 2019, Hanover published notice of the May 10, 2019 Fairness Hearing to approve the February 5, 2019 agreement. Hanover's notice provided the public with the following directions on how to object:

Any interested person may seek to appear and be heard at the May 10, 2019 Hearing on the settlement agreements and shall have the opportunity to present any position on the settlement agreements. Objections or comments by any interested person must be filed with the Honorable Michael C. Gause, J.S.C. at the Sussex County Juridical Center, Courtroom 203, 43-47 High Street, Newton, New Jersey on or before April 26, 2019 with duplicate copies forwarded by mail and email (the parties).

[Devenney Cert. Exh. D].

On April 15, 2021, an Amended Fairness and Final Compliance to approve Hanover's Third Round Housing Element and Fair Share Plan ("HEFSP") and implementing ordinances, and to seek a Final Judgement of Compliance and Repose. The Township adequately noticed this hearing, too. (J-25).

June 27, 2025

Page 10

For nearly 40 years, Eden Lane has understood that Hanover has authority to extend controls. It relinquished its interest in the control period in 1986 when it agreed to comply with “whatever ordinances the Township would choose to adopt with the respect to marketing and controls of sales units” and “with whatever ordinance the Township adopted to permit the Township to control the Mt. Laurel commitments” (Stip. F. 29). And it made no objections to the Township’s extension of controls when it adopted Resolution 132A-18 in 2018, when the resolution was placed on file before the fairness hearing in 2019, or before the compliance hearing in 2021. The appropriate time for Eden Lane to claim its affordable housing obligations could not be extended beyond 30 years was prior to the site plan application phase, during the site plan application phase, during the fairness hearing, or during the amended fairness and compliance hearing—not years after the units have affirmatively marketed, deed restricted, occupied, and controls have been extended.

Despite all the foregoing, Eden Lane inexplicably asks the Court to ignore every legal binding document executed both prior and after the creation of the Master Deed.

III. The Court should enjoin the release of the deed restrictions to protect the affordable unit owners from losing their homes at the expense of the market rate owner’s pecuniary benefit.

The relief sought by Plaintiff undermines the Court’s May 10, 2019 and May 3, 2021 Orders approving the amended agreements and Third Round Housing Element and Fair Share Plan. Plaintiff also asks the Court to override the Township’s consent to amend the Master Deed.

The deed restrictions on Eden Lane should serve as a backstop and prevent Plaintiff from taking affordable housing away from low- and moderate-income people to benefit the market rate homeowners. As mentioned previously, “equalization” would cause affordable unit owners’ monthly fees to increase by \$264.54 and market rate owners’ monthly fees to decrease by \$70.14. (Stip. F. 86). Outside of unfair increases to current owners, sixty-six (66) affordable units would

June 27, 2025

Page 11

be lost. New Jersey remains in an affordable housing crisis. The courts and the legislature continue to commit to enforced and strengthen, respectively, the State's affordable housing laws. Maintaining affordable housing stock is a critical component to realizing the state's goal. These units should be protected for the public good.

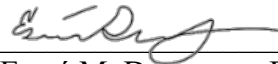
CONCLUSION

FSHC respectfully requests the Court to deny Plaintiff's request for relief and to prevent it from prematurely releasing any deed restrictions pursuant to N.J.A.C. 5:80-26.7 and N.J.A.C. 5:93-9.9.

Respectfully submitted,

Dated: June 27, 2025

FAIR SHARE HOUSING CENTER



Esmé M. Devenney, Esq.

FAIR SHARE HOUSING CENTER

510 Park Boulevard

Cherry Hill, New Jersey 08002

P: (856) 665-5444

F: (856) 663-8182

Attorneys for Intervenor Fair Share Housing Center

By: Esmé M. Devenney, Esq. (409632022)

esmedevenney@fairsharehousing.org

EDEN LANE CONDOMINIUM
ASSOCIATION, INC.,

Plaintiff,

-vs-

TOWNSHIP OF HANOVER, a Municipal
Corporation of the State of New Jersey, AYSHA
AND SHAHIDA AKBAR, et al.,

Defendants.

TOWNSHIP OF HANOVER, a municipal
body of politic and corporate governed and
organized under the laws of the State of New
Jersey, and AFFORDABLE UNIT OWNERS,

Counterclaim Plaintiffs,

-vs-

EDEN LANE CONDOMINIUM
ASSOCIATION, INC,

Counterclaim Defendant.

**SUPERIOR COURT OF NEW JERSEY,
LAW DIVISION – MORRIS COUNTY**

CIVIL ACTION

DOCKET NO.: MRS-L-000413-23

**CERTIFICATION OF ESMÉ M. DEVENNEY
IN SUPPORT OF LETTER BRIEF**

1. I, Esmé M. Devenney, am an attorney in the State of New Jersey and a Senior Staff Attorney at Fair Share Housing Center (“FSHC”)
2. This certification is submitted in support of Intervenor FSHC’s letter brief in

opposition to Plaintiff Eden Lane's Complaint for Declaratory Judgment in the above-captioned matter.

3. FSHC is a non-profit organization founded in 1975 and based in the State of New Jersey. FSHC is dedicated to defending the housing rights and interests of low-and-moderate-income New Jerseyans, including those who live and work, and seek to live and work, in the Township of Hanover.

4. Attached as **Exhibit A** is a true and correct copy of the February 5, 2019 Settlement Agreement between the Township of Hanover and FSHC resolving In the Matter of the Application of Hanover, County of Morris, Docket No. MRS-L-1635-15.

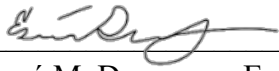
5. Attached as **Exhibit B** is a true and correct copy of the May 7, 2019 Certification regarding proof of notice for the May 10, 2019 Fairness Hearing to approve the February 5, 2019 Settlement Agreement.

6. Attached as **Exhibit C** is a true and correct copy of the June 2, 2020 Amended Settlement Agreement between the Township of Hanover and FSHC.

7. Attached as **Exhibit D** is a true and correct copy of March 2, 2021 Second Amended Settlement Agreement between the Township of Hanover and FSHC.

I certify that the foregoing statement made by me are true. I am aware that if any of the foregoing statement by me are willfully false, I am subject to punishment.

Dated: June 27, 2025



Esmé M. Devenney, Esq.
FAIR SHARE HOUSING CENTER

EXHIBIT A



Peter J. O'Connor, Esq.
Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammler, Esq.
Joshua D. Bauers, Esq.

February 5, 2019

Fred Semrau, Esq.
Dorsey & Semrau, LLC
714 Main Street
P.O. Box 228
Boonton, NJ 07005

Re: In the Matter of the Application of the Township of Hanover, County of Morris, Docket No. MRS-L-1635-15

Dear Mr. Semrau:

This letter memorializes the terms of an agreement reached between the Township of Hanover (the Township or "Hanover"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

Hanover filed the above-captioned matter on July 2, 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. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation 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 Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, 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 Third Round 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.

[789-002/00619331-]

3. FSHC and Hanover hereby agree that Hanover's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	26
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	356
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	975

4. 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, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Township's efforts to meet its present need include the following: The Township may conduct a structural conditions survey in accordance with the applicable rules and processes of the Council on Affordable Housing. This survey shall be submitted for review to the Special Master and FSHC at least 60 days prior to the compliance hearing in this matter. In the event the survey demonstrates that there is not a Rehabilitation obligation, and if that conclusion is accepted by the Special Master and FSHC, the Township shall have no obligation to administer a rehabilitation program. In the event that there is a rehabilitation obligation demonstrated by the survey or that the municipality does not conduct a survey and therefore accepts the 26 unit obligation, the municipality plans to meet this obligation through participation in the Morris County Housing Rehabilitation Program and through a supplemental municipally operated rehabilitation program that shall be available to rental units. Said municipal program shall meet the requirements in N.J.A.C.5:93-5.2.
6. As noted above, the Township has a Prior Round prospective need of 356 units, which is met through the following compliance mechanisms:

Plan Component	Units	Bonus	Total	Status
RCA:				
City of Orange Twp.	9	--	9	Completed
Inclusionary Development - Family:				
Hanover Hills	39	--	39	Completed
Sunrise at Hanover	32	--	32	Completed
Eden Mill Village	66	--	66	Completed
Oak Ridge at Hanover	50	--	50	Completed
Sterling Parc (rentals) – senior	44	14	58	Completed
100% Affordable - Rentals:				
Saddlebrook Court - family	15	15	30	Completed
Special Needs/Supportive Housing:				
21 Longview Dr. ARC	4	4	8	Completed
Saddlebrook Court	5	5	10	Completed
Horse Hill Rd. I ARC	6	6	12	Completed
Whippany Jewish Assoc.	4	4	8	Completed

¹ 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.

February 5, 2019
Page 3

Plan Component	Units	Bonus	Total	Status
Mountain Ave. ARC	5	5	10	Completed
Eden Lane ARC	6	6	12	Completed
Allegro School	6	6	12	Completed
Total	291	65	356	--

7. The municipality, as calculated in Exh. A, has a realistic development potential (RDP) of 550 units. That RDP will be satisfied as follows:

Plan Component	Units	Bonus	Total	Status
<i>100% Affordable - Rentals:</i>				
Saddlebrook Court - family	58	58	116	Completed
<i>Inclusionary Development:</i>				
Woodmont Knolls (rentals) - family	14	14	28	Completed
Sterling Parc (rentals) - family	8	8	16	Completed
Sterling Parc (rentals) - senior	12	4	16	Completed
Jewish Metrowest 1 (rentals) - senior	36	12	48	Completed
Silverman/Corporate Mailings (rentals) - family	20	20	40	Settlement
Airport Road (rentals) - family	42	22	64	Settlement
River Park (rentals) - family	140	--	140	Settlement
<i>Settlement with Pine Plaza:</i>				
JMF AFFORDABLE (rentals) - senior	60	--	60	Settlement
<i>Special Needs/Supportive Housing:</i>				
Rose	12	--	12	Completed
Horse Hill Rd. II ARC	6	--	6	Completed
River Park Supportive Housing	4	--	4	Settlement
Total	412	138	550	--

8. The RDP of 550, subtracted from the Third Round obligation of 975 units, results in an unmet need of 425 units, which shall be addressed through the following mechanisms:

	Units	Status
<i>Inclusionary Development:</i>		
Whippany Village - family	9	Proposed
<i>Special Needs/Supportive Housing:</i>		
Our Lady of Mercy	6	Proposed
River Park Supportive Housing	26	Settlement
<i>Assisted Living - Medicaid Waivers:</i>		
Care One (10% assuming double occupancy)	4	Approved
<i>Extension of Affordability Controls:</i>		
Existing Affordable For-Sale Units - Family	137	Proposed
<i>Accessory Apartment Program:</i>		
Accessory Apartments (rentals) - family	10	Proposed
<i>Overlay Zoning:</i>	100 (approximately)	
Block 8503 Lots 3,4, and 7		Proposed
Block 8305 Lots 6, 7.01, and 8		
<i>Township-Wide Mandatory Set-Aside Ordinance</i>	TBD	Proposed

9. The Township shall adopt overlay zoning in the following areas as further described in Exhibits B1 and B2:

February 5, 2019
Page 4

- a. Block 8503, Lots 3, 4 and 7 – this 30.44 acre property is currently developed with an auto parts junkyard and other non-residential uses. The Township agrees to provide overlay zoning on this property permitting age-restricted residential at 11 du/a with a 20% set-aside.
 - b. Block 8305, Lots 6, 7.01 and 8 – this 16.14 acre property is currently developed with non-residential uses. The Township agrees to provide overlay zoning on this property permitting non-age restricted residential at 11 du/a with a 20% set-aside.
10. The Township shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Township.
11. The Township will provide a realistic opportunity for the development of affordable housing on the following sites:
 - a. **Whippany Village** (B 7402 L 2.01 & 2.02, B 7501 L 1.01 & 10) – The Township has rezoned this 8.83-acre property located in the WC Zone to permit mixed-use development including commercial and residential development. The site is zoned to permit up to 46 family units with a set-aside of 9 affordable housing units.
 - b. **Silverman/Corporate Mallings ("Silverman")** (B 4204 L 1) – Silverman is the owner of this 11.80 acre property located at 26 Parsippany Road. On or about January 17, 2019, the Township's Zoning Board of Adjustment approved the "D" variance component of Silverman's bifurcated use variance application. Silverman intends to complete its application for final site plan approval permitting a 129-unit multifamily residential project with related accessory uses. This project will require a 15% affordable housing set-aside of 20 affordable units. In the event that the Township's Zoning Board of Adjustment does not grant Silverman final site approval by June 1, 2019, the Township agrees to adopt a zoning ordinance amendment to permit Silverman's project no later than July 15, 2019. Said zoning ordinance amendment, if required, shall permit and conform to the bulk requirements and concept plan, both of which are attached hereto as Exhibit "C1 and C2"
 - c. **Airport Road** (B 4901 L 2, 17, and 19) – The Township has entered into an agreement with 25-35 Airport Road, LLC and 45 Airport Road, LLC (collectively "Alfieri") the owner of this approximately 25-acre property located on Airport Road to residential development permitting up to 11 du/a in a family rental development. This agreement requires a 15% affordable housing set-aside of 42 affordable housing units.
 - d. **JMF/ Pine Plaza** (B 4001 L 11, 12 & 14, B 8803 L 17) – The Township has entered into a Memorandum of Understanding with JMF Acquisitions, LLC ("JMF"), the contract purchaser of this 19.48-acre property located on Route 10, for a mixed use development. This agreement permits residential development up to 130 market rate townhomes and 60 affordable senior housing units, representing a 32% set-aside. It is anticipated that the property whereon the senior housing units will be built (Lot 14) will be developed pursuant to a Redevelopment Plan. The

February 5, 2019
Page 5

Township agrees to undertake and complete an area in need of redevelopment study within 90 days of the court's approval of this agreement. The Township further agrees that if determined to be an area in need of redevelopment, the Township will adopt a Redevelopment Plan that includes a provision requiring at least 60 affordable housing units to be constructed on this site within 90 days of that designation. If the site is not designated as an area in need of redevelopment within 90 days of the court's approval, then the Township agrees to rezone the site to create a realistic opportunity for 60 affordable housing units within 90 days.

- e. **River Park (B 3801 L 2, B 4101 L 1 & 23)** – The Township has entered into an agreement with River Business Park which is the owner of this approximately 88-acre tract permitting a mixed use development. The agreement permits family rental residential development of up to 967 units which includes a set-aside of 140 units. In addition, the agreement between the Township and River Business Park permits the construction of an additional 30 bedrooms of affordable supportive/special needs housing in a separate building. The agreement also requires that all of the family affordable housing units constructed will be (50%) two and (50%) three bedroom units. Thus, none of the family affordable housing units will be one bedroom units. It is noted that approximately 28 acres of the 88-acre tract will not be developed in the Third Round but may instead be reserved for future uses, including but not limited to, a multi-family inclusionary development and/or commercial development, as may be agreed upon by the Township and River Business Park.

12. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

- a. **Our Lady of Mercy** – The Township proposes a 6 unit supportive housing group home at the Our Lady of Mercy property:
- b. **Accessory Apartments** – The Township propose a ten unit accessory apartment program.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township will describe further in its fair share plan how it meets this obligation as to the Our Lady of Mercy group home and Accessory Apartment program.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township will describe further in its fair share plan how it meets this obligation as to the Our Lady of Mercy group home and Accessory Apartment program.

13. The Township is entitled to credit for 137 extensions of affordability controls on existing affordable housing units located within the Hanover Hills, Sunrise, and Eden Lane developments constructed during the Prior Round. By Resolution No.: 132A-18, a copy of which is attached hereto as Exhibit D the Township previously suspended the repayment option on certain affordable housing units in the Township in accordance with N.J.A.C. 5:80-26.25(a). The Township, during the compliance phase of this litigation, agrees to work with FSHC and the Special Master to ensure that the units for which it seeks credit through extensions of controls are in a habitable condition in accordance with N.J.A.C. 5:97-6.14; agrees to retain ongoing affordability of the units in accordance with UHAC; and agrees to record such extensions in the land records of Morris County in accordance with N.J.A.C. 5:80-26.25.
14. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:

Affordable Units Approved or Created After 7/1/08	# of Units
Woodmont Knolls	14
Saddlebrook Court	78
Whippany Jewish Group Home	4
Rose House Group Home	12
Allegro School Group Home	6
Horse Hill Rd II Group Home	6
Silverman	20
Airport Road	42
River Park	140
JMF	60
River Park Supportive Housing (toward RDP)	4
Total	386
Minimum VLI Units Required (13% of Total)	50
Minimum VLI Family Units Required (50% of Total VLI)	25

VLI Units Proposed	# of Units
Woodmont Knolls – family VLI	2
Saddlebrook Court – family VLI	11
Saddlebrook Court – special needs VLI	5

February 5, 2019
Page 7

Whippany Jewish Group Home -- special needs VLI	4
Allegro School Group Home -- special needs VLI	6
Horse Hill Rd II Group Home -- special needs VLI	6
Silverman -- family VLI	3
Airport Road -- family VLI	6
River Park -- family VLI	19
JMF -- senior VLI	8
River Park Supportive Housing (toward RDP) -- special needs VLI	4
Total VLI	74
Total Family VLI	41

15. The Township shall meet its Third Round RDP and Unmet Need in accordance with the following standards as agreed to by the Parties and reflected in the tables in paragraph 7 and 8 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 RDP and Unmet 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 RDP and Unmet 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 RDP and Unmet 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.

16. 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), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Morris County Chapter of the NAACP, Newark NAACP, East Orange NAACP, Housing Partnership for Morris County, Community Access Unlimited, Inc., Northwest New Jersey Community Action Program, Inc. (NORWESCAP), Homeless Solutions of Morristown, and the Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing 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.

17. 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

February 5, 2019

Page 8

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. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached hereto as Exhibit E are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
- d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

18. 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.

19. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the

zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

20. The parties agree that if a decision of a court of competent jurisdiction in Morris 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 twenty (20%) 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 this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted 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. 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.
21. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning 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, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in 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 Fair Share Housing Center 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.
22. 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 Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

23. 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 Fair Share Housing Center, a status report as to its implementation of the 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 Fair Share Housing Center, 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 Fair Share Housing Center, 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.
24. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
25. 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), aff'd 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. FSHC agrees to support this Agreement at the fairness hearing. In the event 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 this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
26. The Township agrees to pay FSHC's attorneys fees and costs in the amount of \$40,000.00 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
27. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the 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

February 5, 2019
Page 11

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.

28. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Morris County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
29. 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.
30. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
31. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
32. 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.
33. 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.
34. 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.
35. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits 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 both Parties.
36. 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.
37. 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.

February 5, 2019
Page 12

38. 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.

39. 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 FSHC:

Adam M. Gordon, Esq.
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:

Fred Semrau, Esq.
Dorsey & Semrau, LLC
714 Main Street
P.O. Box 228
Boonton, NJ 07005
Telecopier: (973) 334-1900
Email: fsemrau@dorseysemrau.com

**WITH A COPY TO THE
MUNICIPAL CLERK:**

Joseph A. Giorgio
1000 Route 10
P.O. Box 250
Whippany, NJ 07981
Phone: (973) 428-2467
Email: JGiorgio@hanovertownship.com

TO SILVERMAN:

Blake Silverman, President
The Silverman Group
195 Morristown Road
Basking Ridge, NJ 07920

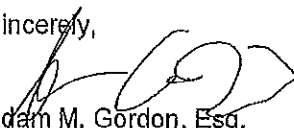
WITH A COPY TO:

John P. Inglesino, Esq.
Inglesino, Webster, Wyciskala & Taylor, LLC
600 Parsippany Road, Suite 204
Parsippany, NJ 07054

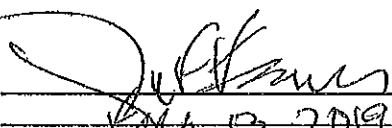
Please sign below if these terms are acceptable.

February 5, 2019
Page 13

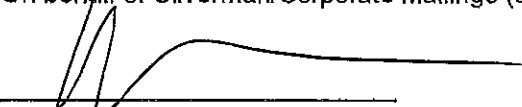
Sincerely,


Adam M. Gordon, Esq.
Counsel for Intervenor/Defendant
Fair Share Housing Center

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

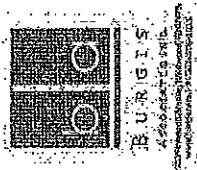

Dated: March 13, 2019

On behalf of Silverman/Corporate Mailings (aka 26 Parsippany Road, LLC):


Blaise Silverman
Dated: 3/7/19

February 5, 2019
Page 14

EXHIBIT A: VACANT LAND ADJUSTMENT



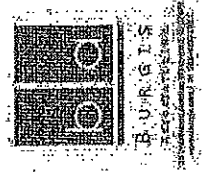
HANOVER:
VACANT LAND ANALYSIS
JANUARY 29 2016
FOR PSHC SETTLEMENT

BA#: 3071.01

18	605	6	15C	FOREST WAY REAR	HANOVER TOWNSHIP	18.86	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	--	0
19	611	17	15C	36 MCNAB AVE	HANOVER TOWNSHIP	0.78	Does not qualify. Vacant single-family lot in single-family neighborhood.	R-25	N	0.00	--	0
20	701	9	1	25 SADDLE RD	GREATER MORRISTOWN YMCA INC	3.04	Does not qualify. Developed or under construction for YMCA facility.	I	N	0.00	--	0
21	701	9.01	1	28 SADDLE RD	SOUTHEAST MORRIS CTY MUN UTIL AUTH	2.50	Does not qualify. Public utility (no development potential).	I	N	0.00	--	0
22	801	4	15C	61 SUMMIT AVE	HANOVER TOWNSHIP	0.37	Does not qualify. Dedicated open space (on ROS).	R-10	N	0.00	--	0
23	801	9	15C	BETWEEN NO & 50 BELA	HANOVER TOWNSHIP	3.44	Does not qualify. Dedicated open space (on ROS).	R-10	N	0.00	--	0
24	803	1	15C	81 NO BELAIR AVE	HANOVER TOWNSHIP	0.21	Does not qualify. Lot too small to qualify.	R-10	N	0.00	--	0
25	803	4	15C	91 NO BELAIR AVE	HANOVER TOWNSHIP	0.23	Does not qualify. Lot too small to qualify.	R-10	N	0.00	--	0
26	803	8	1	107 NO BELAIR AVE	FERULLO, THOMAS H/TRACEY	0.05	Does not qualify. Lot too small to qualify. Easement.	R-15	N	0.00	--	0
27	803	16	15C	70 COUNTRYWOOD DR	HANOVER TOWNSHIP	9.15	Does not qualify. Dedicated open space (on ROS).	R-25	N	0.00	--	0
28	803	17	1	76 COUNTRYWOOD DR	SOUTHEAST MORRIS CTY MUN UTIL AUTH	0.24	Does not qualify. Public utility (no development potential).	PU	N	0.00	--	0
29	803	18	15C	OFF POPLAR DR	HANOVER TOWNSHIP	8.39	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	--	0
30	901	5	1	19 QUEBEC RD	PONTIERO, ROSANNA	0.33	Does not qualify. Env. Constraints: wetlands. Only 0.28 acre of upland area (too small to qualify).	R-25	N	0.00	--	0
31	903	9	15A	25 MOUNTVIEW RD	HANOVER TWP BOARD OF EDUCATION	0.22	Does not qualify. Lot too small to qualify.	R-15	N	0.00	--	0
32	903	11	15C	20 OAKVIEW RD	HANOVER TOWNSHIP	0.17	Does not qualify. Lot too small to qualify.	R-25	N	0.00	--	0
33	904	22	1	281 MALAPARDIS RD	OWNER UNKNOWN C/O HANOVER TWP	0.18	Does not qualify. Lot too small to qualify. Easement.	R-15	N	0.00	--	0
34	905	14	15A	101 MOUNTAIN AVE	HANOVER TWP BOARD OF EDUCATION	0.20	Does not qualify. Lot too small to qualify. Easement.	R-15	N	0.00	--	0

BA# 3071.01

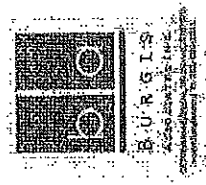
HANOVER
VACANT LAND ANALYSIS
JANUARY 29 2019
FOR FSHC SETTLEMENT



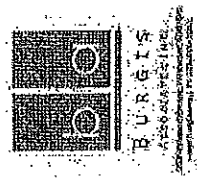
51	1601	3	1	1	91-93 HORSEHILL RD	FREDERICK HOLDING CO LLC	1.73	Does not qualify. Retail development under construction.	I-83	N	0.00	--	0
52	1702	12.06	1	1	100 E. HANOVER AVE	BEANOVER RIDGEDALE LLC	1.54	Does not qualify. Retail development under construction.	I-83	N	0.00	--	0
53	1801	2	1	1	38 HANOVER AVE	FOSTER HANOVER LAND LLC	0.37	Does not qualify. Lot too small to qualify.	I-83	N	0.00	--	0
54	1901	10	15C	1	23 ACADEMY DR EAST	NJ STATE DEPT. OF TRANSPORTATION	0.19	Does not qualify. Lot too small to qualify.	R-25	N	0.00	--	0
55	1902	6	15C	1	ROUTE 24	COUNTY OF MORRIS	30.87	Does not qualify. Contains the Morris County Community Garden. Deed restricted for use as park lands.	PU	N	0.00	--	0
56	2007	3	1	1	350 WHIPPANY RD	RICHARDS FARM STAND LLC	1.20	Does not qualify. Not vacant. Owned and used in common with adjacent Lot 2. Contains contractor yard, storage facilities.	R-25	N	0.00	--	0
57	2007	4	1	1	352 WHIPPANY RD	VAN BOSSUYT, E C/O R. VANBOSSUYT	0.08	Does not qualify. Lot too small to qualify.	R-25	N	0.00	--	0
58	2102	7	15C	1	1271 RIDGEDALE AVE	TOWNSHIP OF HANOVER	4.07	Does not qualify. Dedicated open space (on ROST).	I-5	N	0.00	--	0
59	2103	3	1	1	OFF TOWNSEND AVE	HIGGINSON, WM B C/O J CARROLL	1.72	Does not qualify. Not vacant. Used in common with adjacent Block 2104 Lot 6 (similar ownership). Contains outdoor storage. No access except through B 2104 I. 6.	I-5	N	0.00	--	0
60	2104	3.02	1	1	12 TOWNSEND AVE	MASTELLONE, MICHAEL	0.17	Does not qualify. Lot too small to qualify.	R-15	N	0.00	--	0
61	2104	9	1	1	2 E FREDERICK PL	44 E. FREDERICK PL LLC	4.50	Does not qualify. Deed notice filed with Morris County restricting land to nonresidential use due to contamination issues.	I-5	N	0.00	--	0
62	2201	7.01	1	1	167 CEDAR KNOLLS RD	PETTL, PASQUALE III	0.56	Does not qualify. Lot too small to qualify.	R-25	N	0.00	--	0
63	2201	9.02	1	1	149 CEDAR KNOLLS RD	ONE TWELVE CORP C/O D MANDELBAUM	0.53	Does not qualify. Lot too small to qualify.	R-25	N	0.00	--	0
64	2201	11	15C	1	195 CEDAR KNOLLS RD	TOWNSHIP OF HANOVER	0.80	Does not qualify. Dedicated open space (on ROST).	R-25	N	0.00	--	0
65	2201	13	15C	1	CEDAR KNOLLS RD, OFF	NJ STATE DEPT. OF TRANSPORTATION	0.05	Does not qualify. Lot too small to qualify.	R-25	N	0.00	--	0
66	2201	14	15C	1	CEDAR KNOLLS RD, OFF	NJ STATE DEPT. OF TRANSPORTATION	0.01	Does not qualify. Lot too small to qualify.	R-25	N	0.00	--	0
67	2201	15	15C	1	CEDAR KNOLLS RD, OFF	NJ STATE DEPT. OF TRANSPORTATION	0.35	Does not qualify. Lot too small to qualify.	R-25	N	0.00	--	0

BA# 3071.01

HANOVER
VACANT LAND ANALYSIS
JANUARY 29 2019
FOR FSHC SETTLEMENT



68	2301	7	15A	147 RIDGEDALE AVE	HANOVER TWP BOARD OF EDUCATION	7.35 of upland area remain, but developable area is inaccessible (no development potential).	Does not qualify. Env. Constraints: wetlands. 1.81 acres	PU	N	0.00	-	0
69	2301	10.01	15A	CEDAR KNOLLS RD	HANOVER TWP BOARD OF EDUCATION	4.66	Does not qualify. Developed with ballfields/recreational facilities for Allegro School on adjacent Lot 10.	PU	N	0.00	-	0
70	2302	3	15C	CEDAR KNOLLS RD	HANOVER TOWNSHIP	1.50	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	-	0
71	2302	4	15C	CEDAR KNOLLS RD, REAR	HANOVER TOWNSHIP	1.86	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	-	0
72	2401	2.08	1	BOULEVARD RD	HANSCH CONSTRUCTION INC.	0.25	Does not qualify. Lot too small to qualify.	R-10	N	0.00	-	0
73	2401	2.05	1	BOULEVARD RD	HANSCH CONSTRUCTION INC.	0.91	Does not qualify. Permits for new dwelling issued October 2017; site under construction.	R-10	N	0.00	-	0
74	2401	3.02	1	BOULEVARD RD	HANSCH CONSTRUCTION INC.	0.75	Does not qualify. Lot too small to qualify.	R-10	N	0.00	-	0
75	2402	4	15C	REAR BOULEVARD RD	HANOVER TOWNSHIP	1.33	Does not qualify. No access. Whippary River.	OS-RL	N	0.00	-	0
76	2402	5	15C	ROUTE 287, OFF	ILLSTATE DEPT. OF TRANSPORTATION	1.06	Does not qualify. Env. Constraints: floodplains and waterbody. Remaining 0.35 acre too small to qualify. No access.	OS-RL	N	0.00	-	0
77	2501	5	1	103 RIDGEDALE AVE	MINAKAKIS, GEORGE	0.19	Does not qualify. Lot too small to qualify.	R-10	N	0.00	-	0
78	2502	3.03	15C	23 PROSPECT PL	TOWNSHIP OF HANOVER	2.09	Does not qualify due to the availability of site-specific mapping, which shows 0.7 ac of wetlands and 0.99 ac of wetland transition buffers. Remaining developable acreage too small to qualify.	R-25	N	0.00	-	0
79	2503	7.01	1	17 ORCHARD PL	K WNEK LLC	0.30	Does not qualify. Under construction for single-family dwelling.	R-10	N	0.00	-	0
80	2503	7.02	1	19 ORCHARD PL	K WNEK LLC	0.30	Does not qualify. Under construction for single-family dwelling.	R-10	N	0.00	-	0
81	2601	24.01	1	15 BOULEVARD RD	FEDSCHUN, VICTOR/JOAN	0.81	Qualifies with upland area of adjacent Lot 14 (same ownership).	R-25				
82	2601	1.4	1	13 BOULEVARD RD	FEDSCHUN, VICTOR/JOAN	0.79	Qualifies. Env. constraints: wetlands. Remaining 0.65 acres upland area, which is developable with adjacent Lot 14.01 (same ownership).	R-25		1.46	6	1.75
83	2602	1.01	1	ROUTE 287, REAR	SETTIMO & THE THREE MUSKETEERS, LLC	2.16	Does not qualify. Owned and used in common with adjacent Lot 6. Contains portion of building and parking areas. Remainder of lot constrained by wetlands.	I	N	0.00	-	0
84	2602	4	15C	EDEN LN	ILL STATE DEPT. OF TRANSPORTATION	0.01	Does not qualify. Lot too small to qualify.	I	N	0.00	-	0



HANOVER
VACANT LAND ANALYSIS
JANUARY 29, 2019
FOR FSHC SETTLEMENT

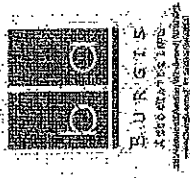
BA# 3071.01

Lot	Parcel ID	Block	Section	Address	Owner	Acres	Notes	PU	N	0.00	-	0
102	3001	3	15C	1050 ROUTE 10	HANOVER TOWNSHIP	0.33	Does not qualify. Not vacant. Part of Municipal Complex with adjacent Lots 2 and 7. Contains parking areas.	PU	N	0.00	-	0
103	3001	4	15C	1060 ROUTE 10	TOWNSHIP OF HANOVER	0.45	Does not qualify. Lot too small to qualify (even when combined with adjacent Lot 5) and situated off of a busy interstate access ramp to 287 from Route 10 (unsuitable location).	R-25	N	0.00	-	0
104	3001	5	15C	1064 ROUTE 10	HANOVER TOWNSHIP	0.22	Does not qualify. Lot too small to qualify (even when combined with adjacent Lot 4) and situated off of a busy interstate access ramp to 287 from Route 10 (unsuitable location).	R-25	N	0.00	-	0
105	3002	5	1	EASTMAN'S ROAD, PARSEPPANY	PARSEPPANY CAMPUS C/O MACK-CALI	8.87	Does not qualify. Env constraints, wetlands and waterbody (approx. 4.01 ac constrained). Remaining area is accessible and limited by high tension power line utility easement.	PU	N	0.00	-	0
106	3002	8	1	NO JEFFERSON RD/OFF TRANS.CORP./C/O M MOODY	COLUMBIA GAS	0.82	Does not qualify. Public utility (no development potential).	PU	N	0.00	-	0
107	3002	9	15C	OFF N. JEFFERSON	HANOVER TOWNSHIP	3.10	Does not qualify. Not vacant. Township-owned community garden on site. Power line easement and 0.37-acre wetland area constrain balance of site.	R-40	N	0.00	-	0
108	3101	6	1	43 MYE AVE	MARTINO, MARYANNE TRUS & DENISE TRUS	0.29	Does not qualify. Lot too small to qualify.	R-40	N	0.00	-	0
109	3101	10	1	105 NO JEFFERSON RD	BIRCHWOOD MANOR, INC	0.27	Does not qualify. Not vacant. Owned and used in common with adjacent Lot 9 (Birchwood Manor banquet facility). Contains gazebo and water feature.	I-P2	N	0.00	-	0
110	3101	11	1	109 NO JEFFERSON RD	BIRCHWOOD MANOR, INC	0.10	Does not qualify. Not vacant. Owned and used in common with adjacent Lot 9 (Birchwood Manor banquet facility). Contains gazebo and water feature.	I-P2	N	0.00	-	0
111	3101	12	1	121 NO JEFFERSON RD	M & M REALTY CO.	15.50	Does not qualify. 7.03 acres constrained by wetlands and balance of site used for adjacent Birchwood Manor banquet facility (Lot 9). Contains driveways and parking areas.	I-P2	N	0.00	-	0
112	3101	14	1	15 EASTMAN'S RD	MM VISIONS LLC	2.98	Does not qualify. Incompatible land use (lot completely surrounded by nonresidential development including major UPS staging facility, tractor trailers/truck traffic, banquet use).	I-P2	N	0.00	-	0

9 of 20

BA#: 3071.01

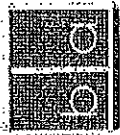
HANOVER
VACANT LAND ANALYSIS
JANUARY 29 2019
FOR FSHC SETTLEMENT



178	6301	8	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	5.38	Does not qualify. Entirely constrained by floodplain and wetlands.	A	N	0.00	—	0
179	6301	9	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	2.75	Does not qualify. Entirely constrained by floodplain and wetlands.	A	N	0.00	—	0
180	6301	10	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	7.09	Does not qualify. Majority (6.32 ac) constrained by floodplain and wetlands, with balance containing airport runway.	A	N	0.00	—	0
181	6301	11	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	30.70	Does not qualify. Majority (24.81 ac) constrained by floodplain and wetlands, with balance containing airport runway.	A	N	0.00	—	0
182	6301	13	15C	195 WHIPPANY RD	HANOVER TOWNSHIP	11.05	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	—	0
183	6301	14	1	ALGONQUIN PKWY	MACKENZIE, WILLIAM/CHARLES	19.73	Does not qualify. Entirely constrained by floodplain and wetlands.	I-5	N	0.00	—	0
184	6301	15	1	ALGONQUIN PKWY	LAYTON, JACQUELINE	17.51	Does not qualify. Entirely constrained by floodplain and wetlands.	I-5	N	0.00	—	0
185	6301	16	15C	ALGONQUIN PKWY	TOWNSHIP OF HANOVER	13.85	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	—	0
186	6301	16.01	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	7.99	Does not qualify. Majority (6.93 ac) constrained by floodplain and wetlands, with balance containing airport runway.	A	N	0.00	—	0
187	6301	17	15C	ALGONQUIN PKWY	TOWNSHIP OF HANOVER	11.73	Does not qualify. Dedicated open space (on ROS).	I-5	N	0.00	—	0
188	6301	17.02	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	1.95	Does not qualify. Entirely constrained by floodplain and wetlands.	A	N	0.00	—	0
189	6401	1	1	COLUMBIA RD	ELIAS, STEPHEN & PHILOMENA	5.16	Does not qualify. Entirely constrained by floodplain and wetlands.	I-5	N	0.00	—	0
190	6401	2	1	BLACK BROOK	DM AIRPORTS, LTD.	127.99	Does not qualify. Majority (127.94 ac) constrained by floodplain and wetlands, with balance containing airport runway.	A	N	0.00	—	0
191	6501	1	1	BLACK BROOK	DM AIRPORTS, LTD.	292.99	Does not qualify. Not vacant. Developed with Morristown Airport and associated buildings, runways, driveways, parking areas, etc..	A	N	0.00	—	0
192	6501	1.01	1	COLUMBIA RD	DM AIRPORTS, LTD.	1.99	Does not qualify. Entirely constrained by floodplain and wetlands.	I-P	N	0.00	—	0
193	6501	3	1	COLUMBIA RD	DM AIRPORTS, LTD.	0.24	Does not qualify. Entirely constrained by floodplain and wetlands.	I-P	N	0.00	—	0
194	6601	5	1	80 ROUTE 10	UNIVERSAL INVESTMENT PROPERTIES INC	0.58	Qualifies: 0.26 ac constrained by wetlands and 100 yr floodplain, but remainder qualifies with adjacent lot 13.02 (same ownership).	I-B		0.32	12	0.768

BA# 3071.01

HANOVER
VACANT LAND ANALYSIS
JANUARY 28 2019
FOR FSHO SETTLEMENT

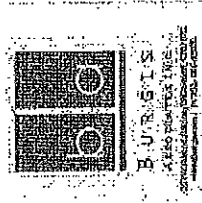


U.S. G.I.S.
450-8667-66-1461
GIS/Information Systems/Information Systems

195	6601	13.02	1	94 ROUTE 10	UNIVERSAL INVESTMENT PROPERTIES INC	3.35	Qualifies. 1.95 ac onstrained by wetlands and 100 yr floodplain, but remainder qualifies with adjacent Lot 5 (same ownership).	I-B		1.40	12	3.36
196	5801	5	1	120 ALCONQUIN PKWY	HARTZ MT. HANOVER SQ. ATT: P. RESCH	1.52	Does not qualify. Incompatible land use (for completely surrounded by nonresidential development, including sewer plant on one side, and office/warehouse on other side).	I	N	0.00	-	0
197	7005	7	15C	BLACK BROOK DR	HANOVER TOWNSHIP	7.51	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	-	0
198	7301	5	15C	400 ROUTE 10	HANOVER TOWNSHIP	0.12	Does not qualify. Lot too small to qualify.	B	N	0.00	-	0
199	7301	13	1	262 ROUTE 10	EPSCO SERVICES, INC.	4.92	Does not qualify. 3.12 ac onstrained by 100 yr floodplain and wetlands, while balance of property approved for development of Marriott hotel (site plan approval granted April 20, 2017).	I-B	N	0.00	-	0
200	7501	7	1	510 ROUTE 10	PNC BANK, N.A./O NATL TAX SEARCH	0.23	Does not qualify. Lot too small to qualify.	B	N	0.00	-	0
202	7502	10	15A	135 HIGHLAND AVE	HANOVER TWP BOARD OF EDUCATION	5.60	Qualifies.	PU		5.60	8	8.96
203	7502	21	1	REAR ROUTE 10	D'AURIA/ANTHONY	0.79	Does not qualify. Env. Constraints: wetlands and floodplain. Only 0.08 ac of upland area (too small to qualify).	B	N	0.00	-	0
204	7502	23	1	REAR 494 RTE 10	MORRISTOWN & ERIE RR	1.11	Does not qualify. Env. Constraints: steep slopes. Although 0.79 ac are unconstrained, developable area is too narrow/inadequate lot geometry for development buffer to railroad.	PU	N	0.00	-	0
205	7503	2	15C	ROUTE 10, OFF	NJ STATE DEPT. OF TRANSPORTATION	0.09	Does not qualify. Lot too small to qualify.	B	N	0.00	-	0
206	7601	43.02	1	30 HIGHLAND AVE	COHEN, EPHRAIM & MARYANN	2.52	Qualifies. Approx. 0.11 ac onstrained by wetlands.	R-15		2.41	8	3.856
207	7702	6	1	10 BAIRD PL	SOUTHEAST MORRIS CTY MUN UTIL AUTH	1.71	Does not qualify. Public utility (no development potential).	R-25	N	0.00	-	0
208	7702	10.02	1	99 LOUIS ST	YANOTTA, ARLENE ZAGORSKY	0.48	Does not qualify. Lot too small to qualify.	R-15	N	0.00	-	0
209	7702	16	15A	100 REYNOLDS AVE	HANOVER TWP BOARD OF EDUCATION	1.32	Does not qualify. Constrained by utility lines. Inadequate lot geometry.	PU	N	0.00	-	0
210	7702	31	1	100 LOUIS ST	LOUIS STREET ASSOCIATES	0.30	Does not qualify. Lot too small to qualify.	R-15	N	0.00	-	0

BA# 3071.01

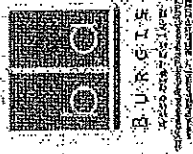
HANOVER
VACANT LAND ANALYSIS
JANUARY 28 2019
FOR PSHC SETTLEMENT



211	7702	37	15A	NEMEC LANE, OFF	HANOVER TWP BOARD OF EDUCATION	1.47	Does not qualify. Owned and used in common with adjacent Lot 32. Contains portions of Bee Meadow Elementary School buildings.	PU	N	0.00	--	0
212	7705	44	15C	ADDIE LN REAR OF 46	HANOVER TOWNSHIP	1.92	Does not qualify. Dedicated open space (on ROS).	R-15	N	0.00	--	0
213	7801	137	15C	REAR DAVID DR	HANOVER TOWNSHIP	5.28	Does not qualify. Env. Constraints: wetlands and 100 yr floodplain. Although 4.56 ac of upland area, no access.	R-15	N	0.00	--	0
214	7801	2	15A	REAR REYNOLDS AVE	HANOVER TWP BOARD OF EDUCATION	10.53	Does not qualify. Env. Constraints: wetlands, 100 yr floodplain and nonC1 stream. 4.61 ac constrained, with balance of site used in common with adjacent Lot 32. Contains portions of Bee Meadow Elementary School buildings and recreational facilities.	PU	N	0.00	--	0
215	7801	3	15C	REAR REYNOLDS AVE	TOWNSHIP OF HANOVER	2.16	Does not qualify. Env. Constraints: wetlands and 100 yr floodplain. Only 0.17 ac of upland area (too small to qualify) and no access.	PU	N	0.00	--	0
216	7901	14	15A	REYNOLDS AVE	HANOVER TWP BOARD OF EDUCATION	1.84	Does not qualify. Env. Constraints: wetlands and 100 yr floodplain. Only 0.27 ac of upland area (too small to qualify) and no access.	PU	N	0.00	--	0
217	7901	18	15C	BEE MEADOW PKWY	HANOVER TOWNSHIP	1.25	Does not qualify. Env. Constraints: wetlands. Only 0.54 ac of upland area (too small to qualify). Constrained by utility lines.	R-25	N	0.00	--	0
218	7901	38	15C	GROVE PL	HANOVER TOWNSHIP	3.07	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	--	0
219	8001	2	15A	REAR REYNOLDS AVE	HANOVER TWP BOARD OF EDUCATION	2.83	Does not qualify. Constrained by utility lines. Inadequate lot geometry.	PU	N	0.00	--	0
220	8001	6	15C	126 REYNOLDS AVE	HANOVER TOWNSHIP	4.69	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	--	0
221	8001	12	15C	130 REYNOLDS AVE	HANOVER TOWNSHIP	27.45	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	--	0
222	8104	2	15C	BEE MEADOW PARK	HANOVER TOWNSHIP	17.70	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	--	0
223	8202	601	1	21 HANDZEL RD	GENOBLE, LEONORA	0.38	Does not qualify. Lot too small to qualify.	R-40	N	0.00	--	0

BA# 3071.01

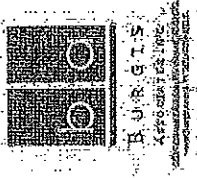
HANOVER:
VACANT LAND ANALYSIS
JANUARY 28 2019
FOR FSHC SETTLEMENT



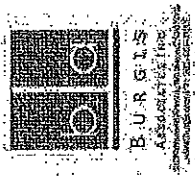
224	820B	1	1	262 PARSHIPANY RD	BT NEWYO LLC C/O UNITED PARCEL SERV	0.54	Does not qualify. Lot too small to qualify.	R-40	N	0.00	—	0
225	830S	2	3B	120 PARSHIPANY RD	BAIRD, ARTHUR M	3.81	Qualifies. Farmland in PA1. Approx. 137 ac area constrained by power line easement.	R-40		7.44	10	14.88
226	850S	8	1	REAR REYNOLDS AVE	TOMPKINS, KENNETH G	3.99	Does not qualify. No access.	R-40	N	0.00	—	0
227	840L	3	15C	131 REYNOLDS AVE	TOWNSHIP OF HANOVER	3.36	Does not qualify. Dedicated open space (on ROS).	R-40	N	0.00	—	0
228	840L	4	15C	127 REYNOLDS AVE	TOWNSHIP OF HANOVER	1.91	Does not qualify. Dedicated open space (on ROS).	R-40	N	0.00	—	0
229	840L	10	1	139 REYNOLDS AVE	COLUMBIA GAS TRANS.CORP C/O M MOODY	1.13	Does not qualify. Public utility (no development potential).	PU	N	0.00	—	0
230	8502	19	1	44-48 WASHINGTON AVE	MC BRIDE, KATHLEEN	0.46	Does not qualify. Lot too small to qualify.	R-15	N	0.00	—	0
231	850B	2	15C	OFF PARSHIPANY RD	HANOVER TOWNSHIP	0.40	Does not qualify. Constrained by utility lines.	PU	N	0.00	—	0
232	860L	7.01		74 KEARNEY AVE	74 KEARNEY AVE	0.50	Does not qualify. Vacant single-family lot in single-family neighborhood.	R-15	N	0.00	—	0
233	860L	7.02	1	75 KEARNEY AVE	LONGO, PASQUALE, MARRIED	0.57	Does not qualify. Vacant single-family lot in single-family neighborhood.	PU	N	0.00	—	0
234	860L	10	15C	REAR REYNOLDS AVE	HANOVER TOWNSHIP	0.79	Does not qualify. No access.	PU	N	0.00	—	0
235	8702	38.0S	1	31 REYNOLDS AVE	ROBERTO ENTERPRISES INC	0.36	Does not qualify. Lot too small to qualify.	R-15	N	0.00	—	0
236	8702	49.0L	1	1 REYNOLDS AVE	HANOVER DEVELOPMENT GROUP LLC	0.32	Does not qualify. Under construction for single-family dwelling.	R-15	N	0.00	—	0
237	8702	49.02	1	84 PARSHIPANY RD	84 PARSHIPANY RD	0.47	Does not qualify. Under construction for single-family dwelling.	R-15	N	0.00	—	0
238	880S	6.0L	1	691 ROUTE 10	PADKOWSKY & PADKOWSKY, INC.	1.11	Does not qualify. Env. Constraints: floodplain and steep slopes.	B-1	N	0.00	—	0
239	880B	16	15C	775 ROUTE 10	N.J. STATE DEPT OF TRANSPORTATION	0.23	Does not qualify. Lot too small to qualify.	R-15	N	0.00	—	0
240	8803	1.7	1	92 MT PLEASANT AVE	PINE PLAZA ASSOCIATES LLC	0.36	Qualifies. Lot too small to qualify on its own, but proposed to be redeveloped with adjoining parcels (ID #s 267, 268 & 269) to include 190 inclusionary residential units (Unit/Pine Plaza).	R-15		0.36	Per Proposal (190 units)	See ID #s 267, 268 & 269

BA# 3071.01

HANOVER:
VACANT LAND ANALYSIS
JANUARY 29 2019
FOR PSHC SETTLEMENT



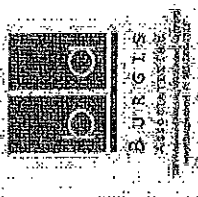
241	8901	5	1	135 PASSEPPANY RD	HOWELL, BARBARA THOMPSON	0.27	Does not qualify. Lot too small to qualify.	R-25	N	0.00	--	0
242	8901	17	1	774 ROUTE 10	OUTDOOR SYSTEMS INC	0.07	Does not qualify. Lot too small to qualify.	R-25	N	0.00	--	0
243	9001	1	1	110 NO JEFFERSON RD	THE GRANDE AT HANOVER MGMT	20.73	Does not qualify. Developed with the Grande at area.	RM-2	N	0.00	--	0



HANOVER:
VACANT LAND ANALYSIS
JANUARY 29 2019
FOR FSHC SETTLEMENT

EAS: 3071.01

Parcel ID	Section	Subsection	Owner	Address	Area (Ac)	Notes	Category	Value	Units	Per Proposal (150 units)
259	9304	9	MARINO, MARYANNE TRUS & DENISE TRUS	1110 NO JEFFERSON RD	1	0.34 Does not qualify. Lot too small to qualify.	R-40	0.00	—	0
260	5101	12	DE MAIO ENTERPRISES, INC.	21 ROUTE 10	4A	24.61 Does not qualify. Not vacant, but included in inventory due to site being an existing driving range. Site is entirely constrained by floodplain and partially constrained by wetlands.	F-8	0.00	—	0
261	7301	9.01	EPCO SERVICES, INC.	262 ROUTE 10	1	1.77 Does not qualify. Constrained by wetlands and floodplain. Remaining 0.17 ac of upland area too small to qualify.	F-8	0.00	—	0
262	7301	14	EPCO SERVICES, INC.	262 ROUTE 10	1	0.55 Does not qualify. Completely constrained.	F-8	0.00	—	0
263	9304	2	MARINO, MARYANNE	114-124 NO JEFFERSON RD	3B	4.53 Qualifies.	R-40	4.53	8	7.25
264	7501	10	WHIPPANY VILLAGE LLC C/O VISION EQU	476 ROUTE 10	4A	4.00 Qualifies. Not vacant, but included in HE&FP for inclusionary development with adjacent Whippany Village lots (ID #s 263 and 265). Although only 46 units of inclusionary development permitted per zoning, gross density of 8 du/ac applied for purposes of RDP calculation only.	WC	7.80	8	12.48
265	7402	2.01	WHIPPANY VILLAGE LLC C/O VISION EQU	476 ROUTE 10	4A	2.10 Qualifies. Not vacant, but included in HE&FP for inclusionary development with adjacent Whippany Village lots (ID #s 264 and 265). Although only 46 units of inclusionary development permitted per zoning, gross density of 8 du/ac applied for purposes of RDP calculation only.	WC	7.80	8	12.48
266	7402	2.02	COLE CV HANOVER TOWNSHIP NJ, LLC	410 ROUTE 10	4A	1.70 Qualifies. Not vacant, but included in HE&FP for inclusionary development with adjacent Whippany Village lots (ID #s 264 and 265). Although only 46 units of inclusionary development permitted per zoning, gross density of 8 du/ac applied for purposes of RDP calculation only.	WC	7.80	8	12.48
267	4001	11	MARINO ASSOCIATES LLC	851 ROUTE 10	2	0.36 Qualifies. Not vacant, but proposed to be redeveloped with adjoining parcels (ID #s 240, 263 & 269) to include 190 inclusionary residential units (JMF/Pine Plaza).	B-10	18.60	Per Proposal (150 units)	38.00
268	4001	12	PINE PLAZA ASSOCIATES LLC	801-849 ROUTE 10	4A	16.87 Qualifies. Not vacant, but proposed to be redeveloped with adjoining parcels (ID #s 240, 267 & 269) to include 190 inclusionary residential units (JMF/Pine Plaza).	B-10	18.60	Per Proposal (150 units)	38.00



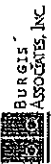
HANOVER:
VACANT LAND ANALYSIS
JANUARY 28 2019
FOR PSHC SETTLEMENT

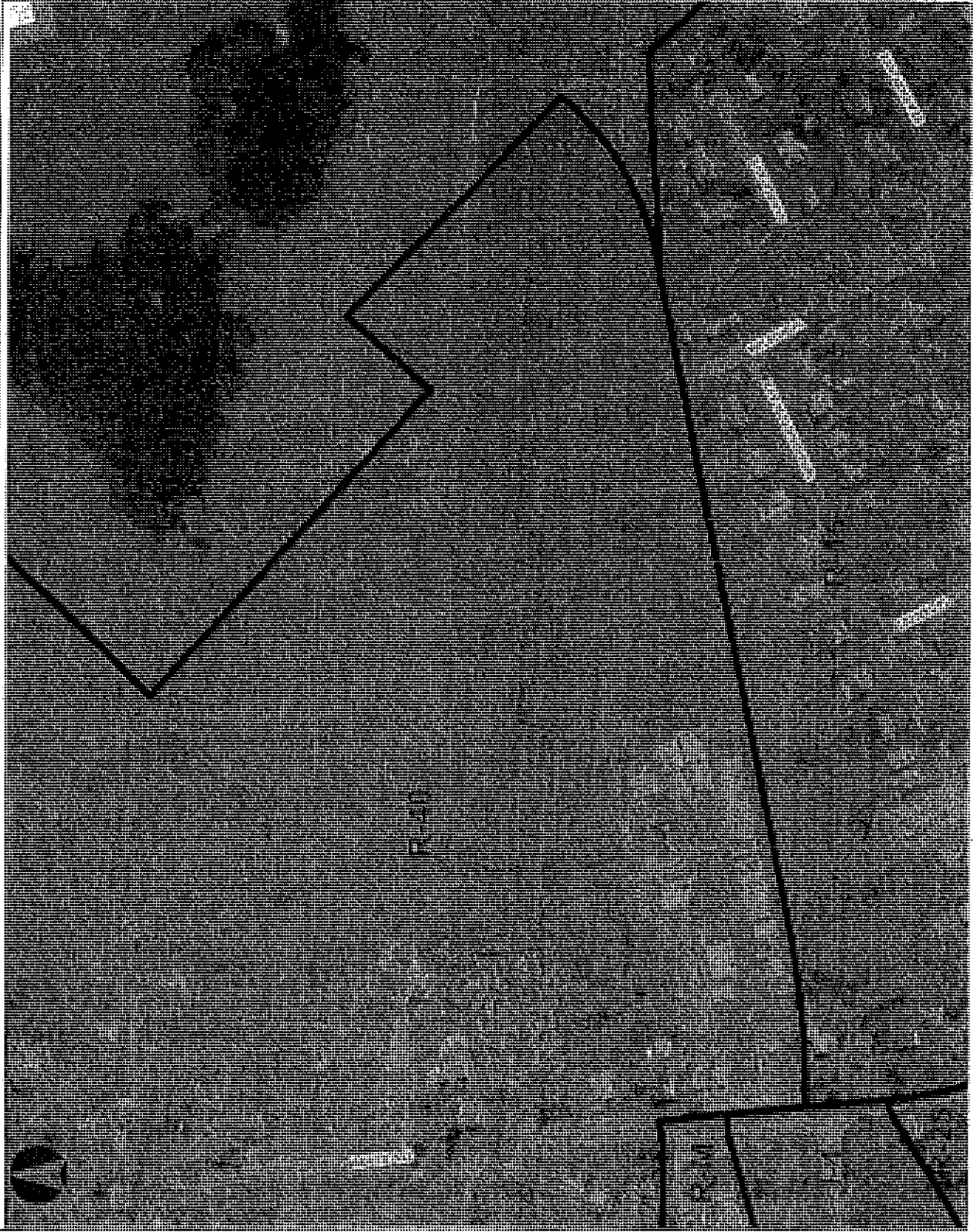
BA# 3071.01

Parcel ID		Lot	Block	Subdivision	Owner	Area (Acres)	Notes	Zone	Area (Acres)	Notes	Area (Acres)	Notes
269	4001	14	4A	801-849 ROUTE 10	PINE PLAZA ASSOCIATES LLC	1.37	Qualifies. Not vacant, but proposed to be redeveloped with adjoining parcels (ID #s 240, 267 & 268) to include 190 inclusionary residential units (NMF/Pine Plaza).	R-15				
270	4603	2	15D	270 WHIPPANY RD	MALANKARA ARCHDIOCESE SYRIAN CHURCH	4.23	Qualifies. Not vacant, but available for redevelopment.	R-15	4.23	8	6.77	
					TOTAL AREA OF VLA PARCELS	2033.16			181	TOTAL RDP	550	

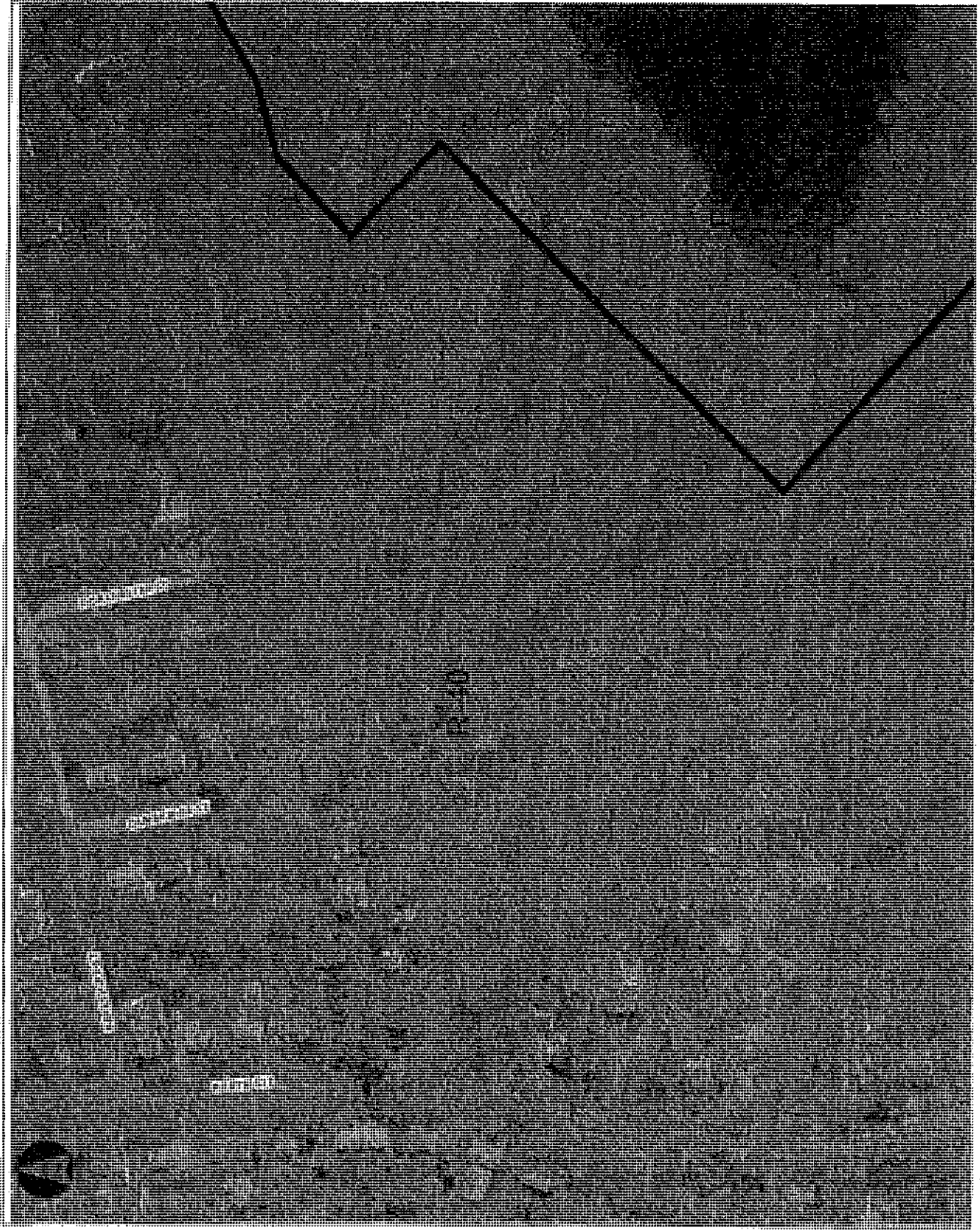
February 5, 2019
Page 15

EXHIBIT B: OVERLAY ZONING MAPS

 BURGIS ASSOCIATES, INC. COMMUNITY PLANNING LANDSCAPE ARCHITECTURE 25 Westwood Avenue Northbrook, New Jersey 07040 Tel: 201-461-0000 Fax: 201-461-0001		Housing Plan 2019 TOWNSHIP OF HANOVER HANOVER COUNTY, NEW JERSEY				Legend [] Parcels [] Zoning Boundaries [] Overlay Zone		<table border="1"> <thead> <tr> <th>Area</th> <th>Description</th> <th>Area</th> <th>Area</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Area	Description	Area	Area					Overlay Zone Block 3500 Lots 3, 4 & 7 1" = 100'		JOSEPH H. BURGIS, AIA PROFESSIONAL PLANNER NEW JERSEY LIC. NO. 2430 Project No. 2019-01 Date: 03/07/2019 Client: HANOVER TWP Scale: 1" = 100'	
Area	Description	Area	Area																		



 BURGIS ASSOCIATES, INC. LANDSCAPE ARCHITECTURE 23 Highland Avenue Montclair, New Jersey 07042 Tel: 973.561.5522 Fax: 973.561.5523	Housing Plan 2019 TOWNSHIP OF MANASCO MORRIS COUNTY, NEW JERSEY		Legend Parcels Zoning Boundaries Overlay Zone	<table border="1"> <thead> <tr> <th>Block</th> <th>Lot</th> <th>Area (sq. ft.)</th> <th>Area (sq. ft.)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Block	Lot	Area (sq. ft.)	Area (sq. ft.)																	Scale 0 25 50 100 Feet 0 25 50 100 Meters	<table border="1"> <tr> <td colspan="2"> JOSEPH H. BURGIS, ACP PROFESSIONAL PLANNER NEW JERSEY REG. NO. 18,310 </td> </tr> <tr> <td> Prepared: 2019.01 </td> <td> Scale: 1" = 1" </td> </tr> <tr> <td> Drawn By: JHB </td> <td> Date: 01/20/19 </td> </tr> <tr> <td> Check: JHB </td> <td> Date: 11/14/19 </td> </tr> <tr> <td> Appr.: JHB </td> <td> Date: 11/14/19 </td> </tr> </table>	JOSEPH H. BURGIS, ACP PROFESSIONAL PLANNER NEW JERSEY REG. NO. 18,310		Prepared: 2019.01	Scale: 1" = 1"	Drawn By: JHB	Date: 01/20/19	Check: JHB	Date: 11/14/19	Appr.: JHB	Date: 11/14/19
Block	Lot	Area (sq. ft.)	Area (sq. ft.)																																	
JOSEPH H. BURGIS, ACP PROFESSIONAL PLANNER NEW JERSEY REG. NO. 18,310																																				
Prepared: 2019.01	Scale: 1" = 1"																																			
Drawn By: JHB	Date: 01/20/19																																			
Check: JHB	Date: 11/14/19																																			
Appr.: JHB	Date: 11/14/19																																			



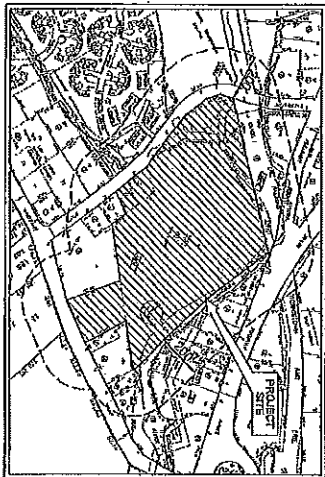
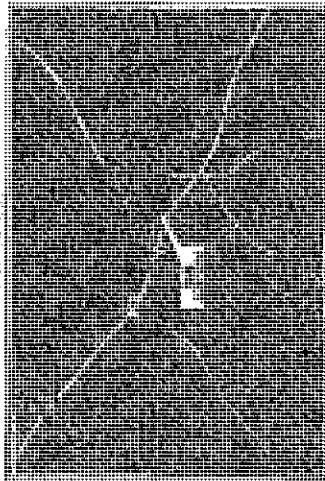
February 5, 2019
Page 16

EXHIBIT C: SILVERMAN EXHIBITS

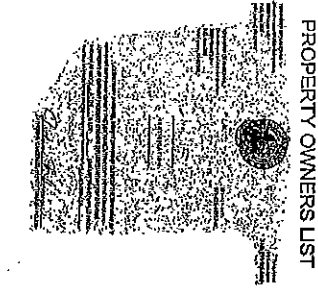
USE VARIANCE APPLICATION FOR PARSIPPANY ROAD MULTIFAMILY BLOCK 4204, LOT 1 TOWNSHIP OF HANOVER, MORRIS COUNTY, NEW JERSEY

INDEX OF SHEETS	
SHEET	DESCRIPTION
1	COVER SHEET (KEY MAP)
2	SITE PREPARATION & TREE REMOVAL PLAN
3	SITE PLAN
4	GRADING PLAN

UTILITY LIST



KEY MAP
SCALE 1"=200'



PROPERTY OWNERS LIST

OWNER	ADDRESS	PHONE	EMAIL	PROPERTY	OWNER	ADDRESS	PHONE	EMAIL	PROPERTY
...	...	...	...	...	...	...	...	...	...

OWNER	ADDRESS	PHONE	EMAIL	PROPERTY
...	...	...	...	...

APPROVALS:
I HAVE REVIEWED THIS SITE PLAN AND CERTIFY THAT IT COMPLIES WITH ALL APPROVALS GRANTED BY THE APPROVING AGENCY.

TOWNSHIP ENGINEER: _____ DATE: _____

APPROVED BY THE ZONING BOARD OF ADJUSTMENT OF THE TOWNSHIP OF HANOVER.

OWNER: _____ DATE: _____
SIGNATURE: _____ DATE: _____

OWNER/APPLICANT:
22 Parsippany Road, LLC
22 Parsippany Road
Bridgewater, NJ 08808

PROPERTY	OWNER	ADDRESS	PHONE	EMAIL	PROPERTY
...	...	...	...	...	...

NOTES:
1. THE SITE PLAN IS SUBJECT TO THE APPROVAL OF THE ZONING BOARD OF ADJUSTMENT OF THE TOWNSHIP OF HANOVER.
2. THE SITE PLAN IS SUBJECT TO THE APPROVAL OF THE BOARD OF FREEHOLDERS OF THE TOWNSHIP OF HANOVER.
3. THE SITE PLAN IS SUBJECT TO THE APPROVAL OF THE BOARD OF FREEHOLDERS OF THE TOWNSHIP OF HANOVER.

THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION

1

4

USE VARIANCE APPLICATION FOR

PARSIPPANY ROAD MULTIFAMILY

COVER SHEET KEY MAP

2025 JUL 1

TOWNSHIP OF HANOVER, MORRIS COUNTY, NEW JERSEY

Bowman CONSULTING

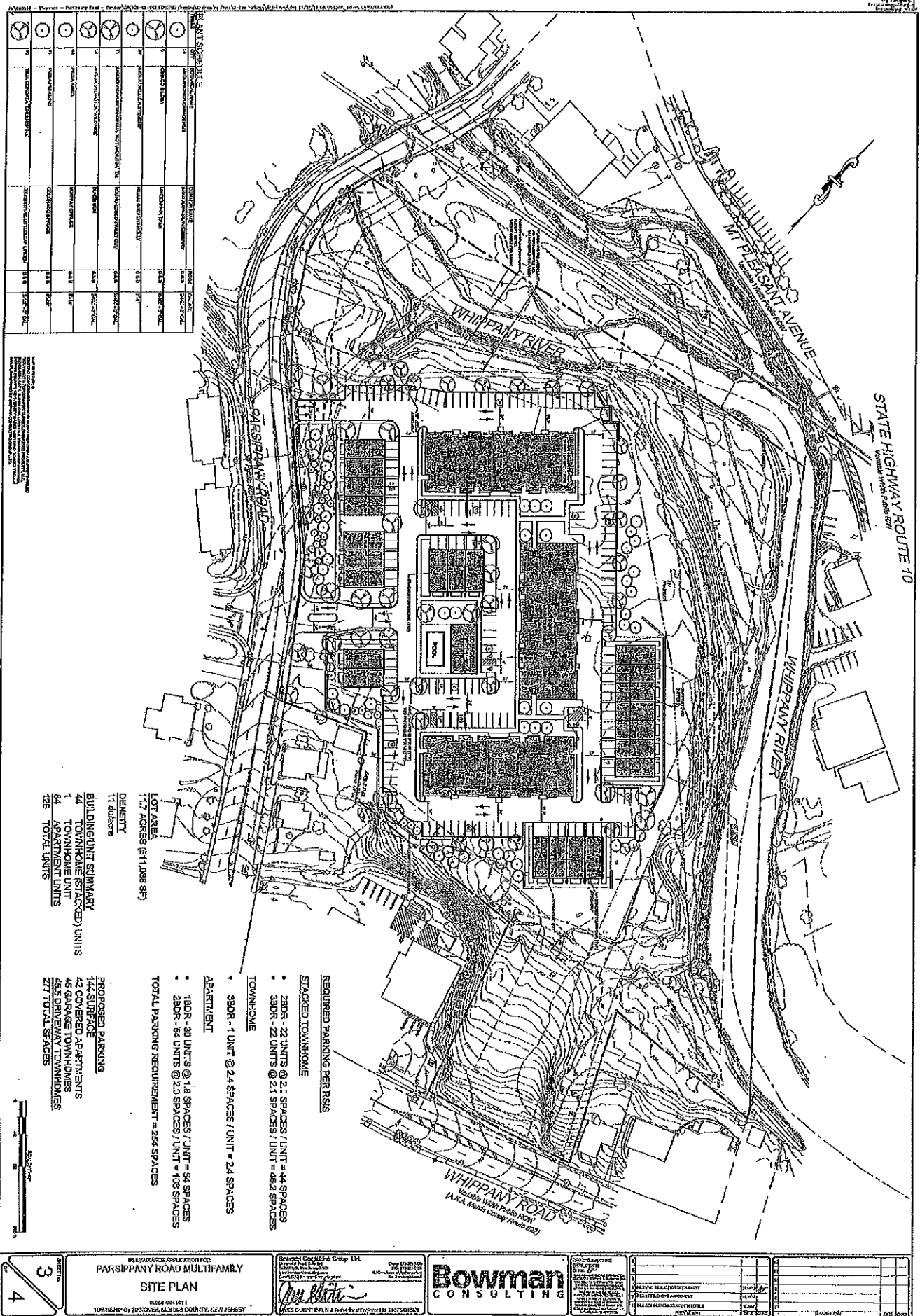
22 Parsippany Road, LLC

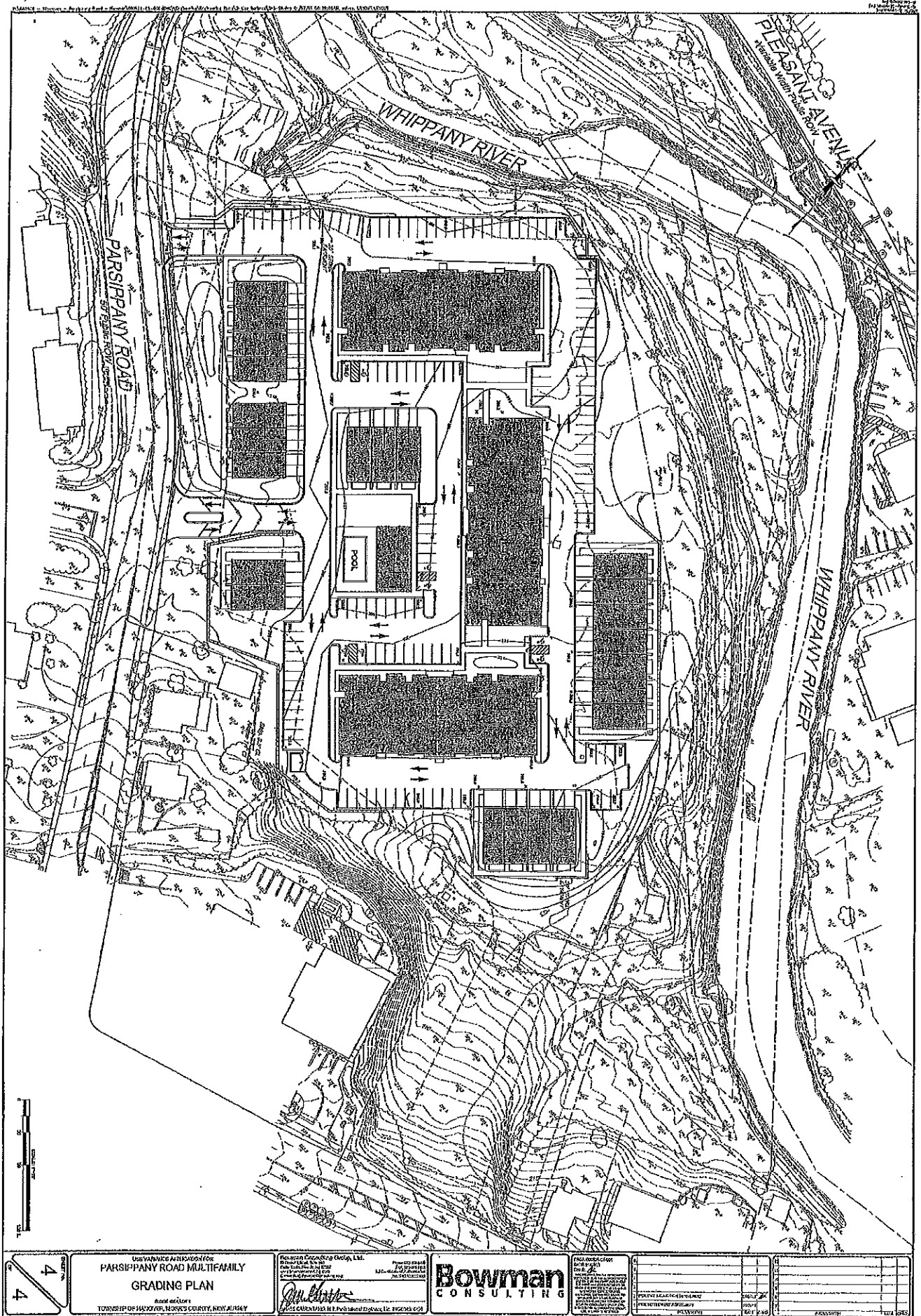
22 Parsippany Road

Bridgewater, NJ 08808

APPROVED BY THE ZONING BOARD OF ADJUSTMENT OF THE TOWNSHIP OF HANOVER.

APPROVED BY THE BOARD OF FREEHOLDERS OF THE TOWNSHIP OF HANOVER.





4 4	DESIGNING ARCHITECTS FOR PARSIPPANY ROAD MULTIFAMILY GRADING PLAN ROAD NO. 100 TOWNSHIP OF HANOVER, MONMOUTH COUNTY, NEW JERSEY	Bowman Consulting Group, Ltd. 1000 Route 100, Suite 100 Parsippany, NJ 07054 908.261.1111 www.bowmanconsulting.com	Bowman CONSULTING	1000 Route 100, Suite 100 Parsippany, NJ 07054 908.261.1111 www.bowmanconsulting.com	PROJECT NO. 2023-001 SHEET NO. 44 OF 57 DATE: 06/27/2025	TOTAL SHEETS: 57
	PREPARED BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]					

February 5, 2019
Page 17

EXHIBIT D: RESOLUTION NO. 132A-18

RESOLUTION NO. 132A-18

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
HANOVER SUSPENDING THE OPTION TO SELL AFFORDABLE HOUSING
UNITS AS MARKET-RATE UNITS AT THE EXPIRATION OF THE ORIGINAL
DEED RESTRICTION AGAINST SUCH SALE AND EXTENDING
AFFORDABLE HOUSING CONTROLS**

WHEREAS, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983) and the Fair Housing Act, N.J.S.A. 52:27D-301 *et. seq.* that every municipality in New Jersey has an affirmative obligation to provide for affordable housing in its land use and development policies; and

WHEREAS, affordable housing units created within the State of New Jersey pursuant to regulations promulgated by court order or by the New Jersey Council on Affordable Housing have been subject to the regulations enforceable as deed restrictions on such units as set forth in N.J.A.C. 5:93-9.1 *et seq.*; and

WHEREAS, affordable housing units within the State of New Jersey are subject to the regulations promulgated as the New Jersey Uniform Housing Affordability Controls, N.J.A.C. 5:80-1 *et seq.*; and

WHEREAS, pursuant to N.J.A.C. 5:93-9.8, the eligible sellers of those low- or moderate-income units for which the time periods for affordability controls in the deed restrictions have expired may exercise the repayment option and sell the units to any purchasers at market price, providing that 95% of the price differential is paid to the administrative entity, as an instrument of the municipality, at closing; and

WHEREAS, N.J.A.C. 5:93-9.9 provides that a municipality may address a portion of its affordable housing obligation through the extension of affordability controls by a municipal rejection of the repayment option for a period of time, and

WHEREAS, N.J.A.C. 5:80-26.25(a) provides that "a municipality shall have the right to determine that the most desirable means of promoting an adequate supply of low-and-moderate income housing is to prohibit the exercise of the repayment option and maintain controls on lower income units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2;" and

WHEREAS, pursuant to N.J.A.C. 5:80-26.25(a) the determination to prohibit the exercise of the repayment option shall be made by a resolution of the municipal governing body; and

WHEREAS, the affordable housing deed restrictions on certain already existing for-sale affordable housing units within the municipality are set to expire on or before December 31, 2025, and which are listed in Schedule A appended to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Hanover, County of Morris, and the State of New Jersey has determined, in accordance with N.J.A.C. 5:80-26.25, that the most desirable means of promoting an adequate supply of low- and moderate-income housing is to prohibit the repayment option set forth in N.J.A.C. 5:93-9.8 and to maintain controls on lower income housing units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2.

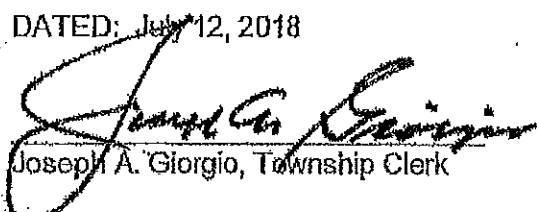
BE IT FURTHER RESOLVED that subject to and upon the New Jersey Council on Affordable Housing's receipt of this Resolution, the Township of Hanover does hereby prohibit the exercise of the repayment option, as set forth in N.J.A.C. 5:80-26.25, and does maintain the continued operation of the affordability controls on such affordable housing units within the municipality as are herein identified in Schedule A appended to this resolution, which controls are set to expire on or before December 31, 2025. Such prohibition shall be for a period of thirty (30) years beyond the original date set forth for same pursuant to N.J.A.C. 5:93-9.2 or any other applicable law, rule, regulation, deed, or agreement. During such an extended period, no seller may utilize the repayment option permitted by N.J.A.C. 5:93-9.8.

BE IT FURTHER RESOLVED that the aforementioned extension of affordability controls is immediately effective as to those existing for-sale units identified in Schedule A appended to this resolution pursuant to N.J.A.C. 5:93-9.9, N.J.A.C. 5:80-26.25, or any other law, regulation, court deed, master deed, or agreement that would otherwise provide the municipality with the ability to extend affordability controls.

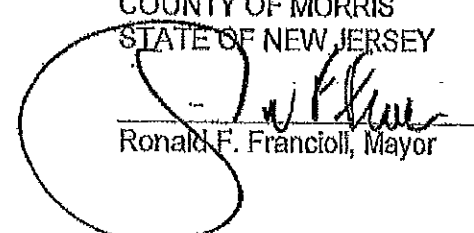
BE IT FURTHER RESOLVED that this Resolution and the associated extension of affordability controls shall become effective as to any for-sale units in Schedule A appended to this resolution, wherein the unit owner has not yet agreed to subject their unit to extension pursuant to N.J.A.C. 5:93-9.8 and 9.9, N.J.A.C. 5:80-26.24 and 26.25, or any other law, regulation, court ruling, or agreement that would otherwise provide the municipality with the ability to extend affordability controls, but, prior to the expiration of their affordability controls agrees to subject themselves to such extension.

TOWNSHIP COMMITTEE VOTE	AYE	NO	ABSTAINED	ABSENT
GALLAGHER	✓			
FERRAMOSCA	✓			
MIHALKO	✓			
CAHILL	✓			
FRANCIOLI	✓			
TOTAL	50			

DATED: July 12, 2018


Joseph A. Giorgio, Township Clerk

TOWNSHIP COMMITTEE
TOWNSHIP OF HANOVER
COUNTY OF MORRIS
STATE OF NEW JERSEY


Ronald F. Francioli, Mayor

SCHEDULE A

Block	Lot	Qual	Location
1502	21	C0001	101 VISTA DR
1502	21	C0002	102 VISTA DR
1502	21	C0017	117 VISTA DR
1502	21	C0020	120 VISTA DR
1502	21	C0021	121 VISTA DR
1502	21	C0024	124 VISTA DR
1502	21	C0025	125 VISTA DR
1502	21	C0028	128 VISTA DR
1502	21	C0029	129 VISTA DR
1502	21	C0038	202 VISTA DR
1502	21	C0039	203 VISTA DR
1502	21	C0040	204 VISTA DR
1502	21	C0041	205 VISTA DR
1502	21	C0042	206 VISTA DR
1502	21	C0043	207 VISTA DR
1502	21	C0052	188 VISTA DR
1502	21	C0053	189 VISTA DR
1502	21	C0054	190 VISTA DR
1502	21	C0055	191 VISTA DR
1502	21	C0056	192 VISTA DR
1502	21	C0057	193 VISTA DR
1502	21	C0066	174 VISTA DR
1502	21	C0067	175 VISTA DR
1502	21	C0068	176 VISTA DR
1502	21	C0069	177 VISTA DR
1502	21	C0070	178 VISTA DR
1502	21	C0071	179 VISTA DR
1502	21	C0082	140 VISTA DR
1502	21	C0083	141 VISTA DR
1502	21	C0088	146 VISTA DR
1502	21	C0091	149 VISTA DR
1502	21	C0092	150 VISTA DR
1502	21	C0093	151 VISTA DR
1502	21	C0152	252 VISTA DR
1502	21	C0153	253 VISTA DR
1502	21	C0154	254 VISTA DR
1502	21	C0155	255 VISTA DR
1502	21	C0156	256 VISTA DR
1502	21	C0157	257 VISTA DR
4301	2	C2301	2301 WHIPPANONG WAY
4301	2	C2302	2302 WHIPPANONG WAY
4301	2	C2303	2303 WHIPPANONG WAY

4301	2	C2304	2304 WHIPPANONG WAY
4301	2	C2305	2305 WHIPPANONG WAY
4301	2	C2306	2306 WHIPPANONG WAY
4301	2	C2307	2307 WHIPPANONG WAY
4301	2	C2308	2308 WHIPPANONG WAY
4301	2	C2309	2309 WHIPPANONG WAY
4301	2	C2310	2310 WHIPPANONG WAY
4301	2	C2401	2401 WHIPPANONG WAY
4301	2	C2402	2402 WHIPPANONG WAY
4301	2	C2403	2403 WHIPPANONG WAY
4301	2	C2404	2404 WHIPPANONG WAY
4301	2	C2405	2405 WHIPPANONG WAY
4301	2	C2406	2406 WHIPPANONG WAY
4301	2	C2407	2407 WHIPPANONG WAY
4301	2	C2408	2408 WHIPPANONG WAY
4301	2	C2409	2409 WHIPPANONG WAY
4301	2	C2410	2410 WHIPPANONG WAY
4301	2	C2501	2501 WHIPPANONG WAY
4301	2	C2502	2502 WHIPPANONG WAY
4301	2	C2503	2503 WHIPPANONG WAY
4301	2	C2504	2504 WHIPPANONG WAY
4301	2	C2505	2505 WHIPPANONG WAY
4301	2	C2506	2506 WHIPPANONG WAY
4301	2	C2507	2507 WHIPPANONG WAY
4301	2	C2508	2508 WHIPPANONG WAY
4301	2	C2509	2509 WHIPPANONG WAY
4301	2	C2510	2510 WHIPPANONG WAY
4301	2	C2601	2601 WHIPPANONG WAY
4301	2	C2602	2602 WHIPPANONG WAY
4301	2	C2603	2603 WHIPPANONG WAY
4301	2	C2604	2604 WHIPPANONG WAY
4301	2	C2605	2605 WHIPPANONG WAY
4301	2	C2606	2606 WHIPPANONG WAY
4301	2	C2607	2607 WHIPPANONG WAY
4301	2	C2608	2608 WHIPPANONG WAY
4301	2	C2609	2609 WHIPPANONG WAY
4301	2	C2610	2610 WHIPPANONG WAY
4301	2	C2701	2701 WHIPPANONG WAY
4301	2	C2702	2702 WHIPPANONG WAY
4301	2	C2703	2703 WHIPPANONG WAY
4301	2	C2704	2704 WHIPPANONG WAY
4301	2	C2705	2705 WHIPPANONG WAY
4301	2	C2706	2706 WHIPPANONG WAY
4301	2	C2707	2707 WHIPPANONG WAY
4301	2	C2708	2708 WHIPPANONG WAY
4301	2	C2709	2709 WHIPPANONG WAY
4301	2	C2710	2710 WHIPPANONG WAY

4402	14	C3601	3601 BOXWOOD CT
4402	14	C3602	3602 BOXWOOD CT
4402	14	C3603	3603 BOXWOOD CT
4402	14	C3604	3604 BOXWOOD CT
4402	14	C3605	3605 BOXWOOD CT
4402	14	C3606	3606 BOXWOOD CT
4402	14	C3701	3701 BOXWOOD CT
4402	14	C3702	3702 BOXWOOD CT
4402	14	C3703	3703 BOXWOOD CT
4402	14	C3704	3704 BOXWOOD CT
4402	14	C3705	3705 BOXWOOD CT
4402	14	C3706	3706 BOXWOOD CT
4402	14	C3707	3707 BOXWOOD CT
4402	14	C3708	3708 BOXWOOD CT
4402	14	C3709	3709 BOXWOOD CT
4402	14	C3710	3710 BOXWOOD CT
4402	14	C3711	3711 BOXWOOD CT
4402	14	C3712	3712 BOXWOOD CT
4402	14	C3801	3801 BOXWOOD CT
4402	14	C3802	3802 BOXWOOD CT
4402	14	C3803	3803 BOXWOOD CT
4402	14	C3804	3804 BOXWOOD CT
4402	14	C3805	3805 BOXWOOD CT
4402	14	C3806	3806 BOXWOOD CT
4402	14	C3901	3901 BOXWOOD CT
4402	14	C3902	3902 BOXWOOD CT
4402	14	C3903	3903 BOXWOOD CT
4402	14	C3904	3904 BOXWOOD CT
4402	14	C3905	3905 BOXWOOD CT
4402	14	C3906	3906 BOXWOOD CT
4402	14	C4001	4001 BOXWOOD CT
4402	14	C4002	4002 BOXWOOD CT
4402	14	C4003	4003 BOXWOOD CT
4402	14	C4004	4004 BOXWOOD CT
4402	14	C4005	4005 BOXWOOD CT
4402	14	C4006	4006 BOXWOOD CT
4402	14	C4007	4007 BOXWOOD CT
4402	14	C4008	4008 BOXWOOD CT
4402	14	C4009	4009 BOXWOOD CT
4402	14	C4010	4010 BOXWOOD CT
4402	14	C4011	4011 BOXWOOD CT
4402	14	C4012	4012 BOXWOOD CT
4402	14	C4101	4101 BOXWOOD CT
4402	14	C4102	4102 BOXWOOD CT
4402	14	C4103	4103 BOXWOOD CT
4402	14	C4104	4104 BOXWOOD CT
4402	14	C4105	4105 BOXWOOD CT

4402	14	C4106	4106 BOXWOOD CT
4402	14	C4201	4201 BOXWOOD CT
4402	14	C4202	4202 BOXWOOD CT
4402	14	C4203	4203 BOXWOOD CT
4402	14	C4204	4204 BOXWOOD CT
4402	14	C4205	4205 BOXWOOD CT
4402	14	C4206	4206 BOXWOOD CT
4402	14	C4207	4207 BOXWOOD CT
4402	14	C4208	4208 BOXWOOD CT
4402	14	C4209	4209 BOXWOOD CT
4402	14	C4210	4210 BOXWOOD CT
4402	14	C4211	4211 BOXWOOD CT
4402	14	C4212	4212 BOXWOOD CT
4402	14	C4301	4301 BOXWOOD CT
4402	14	C4302	4302 BOXWOOD CT
4402	14	C4303	4303 BOXWOOD CT
4402	14	C4304	4304 BOXWOOD CT
4402	14	C4305	4305 BOXWOOD CT
4402	14	C4306	4306 BOXWOOD CT
9101	17	C0101	1 SUNRISE DR
9101	17	C0102	2 SUNRISE DR
9101	17	C0103	3 SUNRISE DR
9101	17	C0104	4 SUNRISE DR
9101	17	C0105	5 SUNRISE DR
9101	17	C0106	6 SUNRISE DR
9101	17	C0108	8 SUNRISE DR
9101	17	C0201	9 SUNRISE DR
9101	17	C0202	10 SUNRISE DR
9101	17	C0203	11 SUNRISE DR
9101	17	C0204	12 SUNRISE DR
9101	17	C0205	13 SUNRISE DR
9101	17	C0206	14 SUNRISE DR
9101	17	C0207	15 SUNRISE DR
9101	17	C0208	16 SUNRISE DR
9101	17	C0209	17 SUNRISE DR
9101	17	C0210	18 SUNRISE DR
9101	17	C0211	19 SUNRISE DR
9101	17	C0212	20 SUNRISE DR
9101	17	C0213	21 SUNRISE DR
9101	17	C0214	22 SUNRISE DR
9101	17	C0215	23 SUNRISE DR
9101	17	C0301	25 SUNRISE DR
9101	17	C0302	26 SUNRISE DR
9101	17	C0303	27 SUNRISE DR
9101	17	C0304	28 SUNRISE DR
9101	17	C0305	29 SUNRISE DR
9101	17	C0306	30 SUNRISE DR

9101	17	C0307	31 SUNRISE DR
9101	17	C0308	32 SUNRISE DR
9101	17	C0309	33 SUNRISE DR
9101	17	C0310	34 SUNRISE DR

Daily Record

A GANNETT COMPANY

RECEIVED

Agency:

TOWNSHIP OF HANOVER
TOWNSHIP OF HANOVER
1000 STATE ROUTE 10
WHIPPANY, NJ 07981
ATTN:

Client:

TOWNSHIP OF HANOVER
1000 STATE ROUTE 10,
WHIPPANY, NJ 07981
Acct No: ASB-03267074

Acct: ASB-03267074

Order #	Advertisement/Description	# Col x # Lines	Rate Per Line	Cost
0003187447	Suspending Affordable Controls 7 12 18 TOWNSHIP OF HANOVER RESOLUTION NO 132A18A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE	2 col x 298 lines	\$0.44	\$268.28
		Affidavit of Publication Charge	1	\$35.00
		Tearsheet Charge	0	\$0.00
		Net Total Due:		291.28

Run Dates: 10/04/18

Check #: _____

Date: _____

CERTIFICATION BY RECEIVING AGENCY
I, HAVING KNOWLEDGE OF THE FACTS, CERTIFY AND DECLARE THAT THE
GOODS HAVE BEEN RECEIVED OR THE SERVICES RENDERED AND ARE IN
COMPLIANCE WITH THE SPECIFICATIONS OR OTHER REQUIREMENTS, AND SAID
CERTIFICATION IS BASED ON SIGNED DELIVERY SLIPS OR OTHER REASONABLE
PROCEDURES OR VERIFIABLE INFORMATION.

SIGNATURE: _____

TITLE: Business Admin. DATE: 10/17/18

CERTIFICATION BY APPROVAL OFFICIAL
I CERTIFY AND DECLARE THAT THIS BILL OR INVOICE IS CORRECT, AND THAT
SUFFICIENT FUNDS ARE AVAILABLE TO SATISFY THIS CLAIM. THE PAYMENT
SHALL BE CHARGEABLE TO:

APPROPRIATION ACCOUNT(S) AND AMOUNTS CHARGED: P.D. #

254-2507-497/P.D.#18032-98

SIGNATURE: _____

TITLE: CMFO DATE: 10/18/18**CLAIMANT'S CERTIFICATION AND DECLARATION:**

I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THIS BILL OR INVOICE IS CORRECT IN ALL ITS PARTICULARS; THAT THE
GOODS HAVE BEEN FURNISHED OR SERVICES HAVE BEEN RENDERED AS STATED HEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR
PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT HEREIN STATED IS JUSTLY DUE AND OWING;
AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.

Date: 10/04/2018

Signature: _____

Federal ID #: 061032273

Official Position: Clerk

Kindly return a copy of this bill with your payment so that we can assure you proper credit.

Daily Record

New Jersey Press Media Solutions

P.O. Box 677699

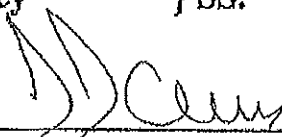
Dallas, TX 75267-7699

AFFIDAVIT OF PUBLICATION

Publisher's Fee \$256.28 Affidavit \$35.00

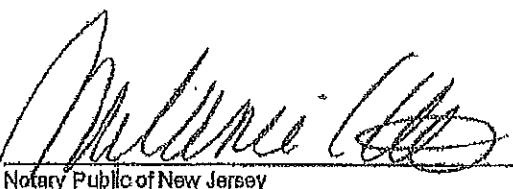
State of New Jersey } SS.
Morris County

Personally appeared



Of the Daily Record, a newspaper printed in Freehold, New Jersey and published in Parsippany, in said County and State, and of general circulation in said county, who being duly sworn, deposeth and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

10/04/18 A.D 2018



Notary Public of New Jersey

Ad Number: 0003187447



TOWNSHIP OF HANOVER
RESOLUTION NO. 132A-1B

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP
OF HANOVER SUSPENDING THE OPTION TO SELL AFFORDABLE
HOUSING UNITS AS MARKET-RATE UNITS AT THE EXPIRATION OF
THE ORIGINAL DEED RESTRICTION AGAINST SUCH SALE AND
EXTENDING AFFORDABLE HOUSING CONTROLS

WHEREAS, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in *Southern Burlington County NAACP v. Township of Mount Laurel*, 92 N.J. 158 (1983) and the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. that every municipality in New Jersey has an affirmative obligation to provide for affordable housing in its land use and development policies; and

WHEREAS, affordable housing units created within the State of New Jersey pursuant to regulations promulgated by court order or by the New Jersey Council on Affordable Housing have been subject to the regulations enforceable as deed restrictions on such units as set forth in N.J.A.C. 5:93-9.1 et seq.; and

WHEREAS, affordable housing units within the State of New Jersey are subject to the regulations promulgated as the New Jersey Uniform Housing Affordability Controls, N.J.A.C. 5:80-1 et seq.; and

WHEREAS, pursuant to N.J.A.C. 5:93-9.8, the eligible sellers of those low- or moderate-income units for which the time periods for affordability controls in the deed restrictions have expired may exercise the repayment option and sell the units to any purchaser at market price, providing that 95% of the price differential is paid to the administrative entity, as an instrument of the municipality, at closing; and

WHEREAS, N.J.A.C. 5:93-9.9 provides that a municipality may address a portion of its affordable housing obligation through the extension of affordability controls by a municipal rejection of the repayment option for a period of time, and

WHEREAS, N.J.A.C. 5:80-26.25(a) provides that "a municipality shall have the right to determine that the most desirable means of promoting an adequate supply of low-and-moderate income housing is to prohibit the exercise of the repayment option and maintain controls on lower income units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2;" and

WHEREAS, pursuant to N.J.A.C. 5:80-26.25(a) the determination to prohibit the exercise of the repayment option shall be made by a resolution of the municipal governing body; and

WHEREAS, the affordable housing deed restrictions on certain already existing for-sale affordable housing units within the municipality are set to expire on or before December 31, 2025, and which are listed in Schedule A appended to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Hanover, County of Morris, and the State of New Jersey has determined, in accordance with N.J.A.C. 5:80-26.25, that the most desirable means of promoting an adequate supply of low- and moderate-income housing is to prohibit the repayment option set forth in N.J.A.C. 5:93-9.8 and to maintain controls on lower income housing units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2.

BE IT FURTHER RESOLVED that subject to and upon the New Jersey Council on Affordable Housing's receipt of this Resolution, the Township of Hanover does hereby prohibit the exercise of the repayment option, as set forth in N.J.A.C. 5:80-26.25, and does maintain the continued operation of the affordability controls on such affordable housing units within the municipality as are herein identified in Schedule A appended to this resolution, which controls are set to expire on or before December 31, 2025. Such prohibition shall be for a period of thirty (30) years beyond the original date set forth for same pursuant to N.J.A.C. 5:93-9.2 or any other applicable law, rule, regulation, deed, or agreement. During such an extended period, no seller may utilize the repayment option permitted by N.J.A.C. 5:93-9.8.

BE IT FURTHER RESOLVED that the aforementioned extension of affordability controls is immediately effective as to those existing for-sale units identified in Schedule A appended to this resolution pursuant to N.J.A.C. 5:93-9.8, N.J.A.C. 5:80-26.25, or any other law, regulation, court deed, master deed, or agreement that would otherwise provide the municipality with the ability to extend affordability controls.

BE IT FURTHER RESOLVED that this Resolution and the associated extension of affordability controls shall become effective as to any for-sale units in Schedule A appended to this resolution, wherein the unit owner has not yet agreed to subject their unit to extension pursuant to N.J.A.C. 5:93-9.8 and 9.9, N.J.A.C. 5:80-26.24 and 26.25, or any other law, regulation, court ruling, or agreement that would otherwise provide the municipality with the ability to extend

4301	2	C2610	2610 WHIPPANONG WAY
4301	2	C2701	2701 WHIPPANONG WAY
4301	2	C2702	2702 WHIPPANONG WAY
4301	2	C2703	2703 WHIPPANONG WAY
4301	2	C2704	2704 WHIPPANONG WAY
4301	2	C2705	2705 WHIPPANONG WAY
4301	2	C2706	2706 WHIPPANONG WAY
4301	2	C2707	2707 WHIPPANONG WAY
4301	2	C2708	2708 WHIPPANONG WAY
4301	2	C2709	2709 WHIPPANONG WAY
4301	2	C2710	2710 WHIPPANONG WAY
4402	14	C3601	3601 BOXWOOD CT
4402	14	C3602	3602 BOXWOOD CT
4402	14	C3603	3603 BOXWOOD CT
4402	14	C3604	3604 BOXWOOD CT
4402	14	C3605	3605 BOXWOOD CT
4402	14	C3606	3606 BOXWOOD CT
4402	14	C3701	3701 BOXWOOD CT
4402	14	C3702	3702 BOXWOOD CT
4402	14	C3703	3703 BOXWOOD CT
4402	14	C3704	3704 BOXWOOD CT
4402	14	C3705	3705 BOXWOOD CT
4402	14	C3706	3706 BOXWOOD CT
4402	14	C3707	3707 BOXWOOD CT
4402	14	C3708	3708 BOXWOOD CT
4402	14	C3709	3709 BOXWOOD CT
4402	14	C3710	3710 BOXWOOD CT
4402	14	C3711	3711 BOXWOOD CT
4402	14	C3712	3712 BOXWOOD CT
4402	14	C3801	3801 BOXWOOD CT
4402	14	C3802	3802 BOXWOOD CT
4402	14	C3803	3803 BOXWOOD CT
4402	14	C3804	3804 BOXWOOD CT
4402	14	C3805	3805 BOXWOOD CT
4402	14	C3806	3806 BOXWOOD CT
4402	14	C3901	3901 BOXWOOD CT
4402	14	C3902	3902 BOXWOOD CT
4402	14	C3903	3903 BOXWOOD CT
4402	14	C3904	3904 BOXWOOD CT
4402	14	C3905	3905 BOXWOOD CT
4402	14	C3906	3906 BOXWOOD CT
4402	14	C4001	4001 BOXWOOD CT
4402	14	C4002	4002 BOXWOOD CT
4402	14	C4003	4003 BOXWOOD CT
4402	14	C4004	4004 BOXWOOD CT
4402	14	C4005	4005 BOXWOOD CT
4402	14	C4006	4006 BOXWOOD CT
4402	14	C4007	4007 BOXWOOD CT
4402	14	C4008	4008 BOXWOOD CT
4402	14	C4009	4009 BOXWOOD CT
4402	14	C4010	4010 BOXWOOD CT
4402	14	C4011	4011 BOXWOOD CT
4402	14	C4012	4012 BOXWOOD CT
4402	14	C4101	4101 BOXWOOD CT
4402	14	C4102	4102 BOXWOOD CT
4402	14	C4103	4103 BOXWOOD CT
4402	14	C4104	4104 BOXWOOD CT
4402	14	C4105	4105 BOXWOOD CT
4402	14	C4106	4106 BOXWOOD CT
4402	14	C4201	4201 BOXWOOD CT
4402	14	C4202	4202 BOXWOOD CT
4402	14	C4203	4203 BOXWOOD CT
4402	14	C4204	4204 BOXWOOD CT
4402	14	C4205	4205 BOXWOOD CT
4402	14	C4206	4206 BOXWOOD CT
4402	14	C4207	4207 BOXWOOD CT
4402	14	C4208	4208 BOXWOOD CT
4402	14	C4209	4209 BOXWOOD CT
4402	14	C4210	4210 BOXWOOD CT
4402	14	C4211	4211 BOXWOOD CT
4402	14	C4212	4212 BOXWOOD CT
4402	14	C4301	4301 BOXWOOD CT
4402	14	C4302	4302 BOXWOOD CT
4402	14	C4303	4303 BOXWOOD CT
4402	14	C4304	4304 BOXWOOD CT
4402	14	C4305	4305 BOXWOOD CT
4402	14	C4306	4306 BOXWOOD CT
9101	17	C0101	1 SUNRISE DR
9101	17	C0102	2 SUNRISE DR
9101	17	C0103	3 SUNRISE DR
9101	17	C0104	4 SUNRISE DR
9101	17	C0105	5 SUNRISE DR
9101	17	C0106	6 SUNRISE DR
9101	17	C0108	8 SUNRISE DR
9101	17	C0201	9 SUNRISE DR
9101	17	C0202	10 SUNRISE DR
9101	17	C0203	11 SUNRISE DR
9101	17	C0204	12 SUNRISE DR
9101	17	C0205	13 SUNRISE DR
9101	17	C0206	14 SUNRISE DR
9101	17	C0207	15 SUNRISE DR
9101	17	C0208	16 SUNRISE DR
9101	17	C0209	17 SUNRISE DR
9101	17	C0210	18 SUNRISE DR

February 5, 2019
Page 18**EXHIBIT E: 2018 INCOME LIMITS****2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE**

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPU income limits is posted on

		1 Person	2 Person	3 Person	4 Person	4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***	Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$69,597	\$86,140	\$72,662	\$81,767	\$90,853	\$94,487	\$98,121	\$105,389	\$112,657	\$119,926	
	Moderate	\$50,878	\$54,512	\$58,146	\$55,414	\$52,682	\$55,989	\$58,487	\$64,311	\$69,126	\$55,940	
	Low	\$31,798	\$34,070	\$36,341	\$40,884	\$45,425	\$47,243	\$49,060	\$52,685	\$56,329	\$59,963	
	Very Low	\$19,079	\$20,442	\$21,805	\$24,530	\$27,256	\$28,346	\$29,436	\$31,617	\$33,797	\$35,978	
Region 2 Essex, Morris, Union and Warren	Median	\$66,755	\$71,523	\$76,291	\$85,828	\$95,364	\$99,179	\$102,993	\$110,622	\$118,252	\$125,881	
	Moderate	\$53,404	\$57,218	\$61,033	\$68,662	\$76,291	\$79,343	\$82,395	\$88,498	\$94,601	\$100,705	
	Low	\$33,977	\$35,762	\$38,146	\$42,914	\$47,682	\$49,589	\$51,497	\$55,311	\$59,126	\$62,940	
	Very Low	\$20,026	\$21,457	\$22,887	\$25,748	\$28,609	\$29,754	\$30,898	\$33,187	\$35,475	\$37,764	
Region 3 Hunterdon, Middlesex and Somerset	Median	\$75,330	\$80,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428	
	Moderate	\$60,424	\$64,740	\$69,056	\$77,888	\$86,520	\$89,773	\$93,026	\$100,131	\$107,087	\$113,942	
	Low	\$37,765	\$40,463	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214	
	Very Low	\$22,639	\$24,278	\$25,895	\$29,133	\$32,370	\$33,655	\$34,960	\$37,549	\$40,139	\$42,728	
Region 4 Mercer, Monmouth and Ocean	Median	\$69,447	\$74,407	\$79,368	\$89,289	\$99,209	\$103,178	\$107,146	\$115,083	\$123,020	\$130,956	
	Moderate	\$55,557	\$59,526	\$63,494	\$71,431	\$79,368	\$82,542	\$85,717	\$92,066	\$98,416	\$104,765	
	Low	\$34,723	\$37,204	\$39,684	\$44,644	\$49,605	\$51,589	\$53,573	\$57,541	\$61,510	\$65,478	
	Very Low	\$20,884	\$22,322	\$23,760	\$26,787	\$29,763	\$30,953	\$32,144	\$34,525	\$36,906	\$39,287	
Region 5 Burlington, Camden and Gloucester	Median	\$61,180	\$65,550	\$69,920	\$78,560	\$87,400	\$90,896	\$94,392	\$101,384	\$108,376	\$115,368	
	Moderate	\$48,944	\$52,440	\$55,936	\$62,328	\$69,320	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294	
	Low	\$30,590	\$32,775	\$34,960	\$39,330	\$43,700	\$45,448	\$47,196	\$50,652	\$54,188	\$57,684	
	Very Low	\$18,354	\$19,665	\$20,976	\$23,398	\$26,220	\$27,269	\$28,318	\$30,415	\$32,513	\$34,610	
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$51,085	\$54,734	\$58,383	\$65,631	\$72,579	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332	
	Moderate	\$40,868	\$43,737	\$46,705	\$51,545	\$56,383	\$60,718	\$65,054	\$67,724	\$72,395	\$77,065	
	Low	\$25,543	\$27,357	\$29,192	\$32,440	\$36,289	\$37,949	\$39,609	\$42,328	\$45,247	\$48,166	
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,789	\$23,645	\$25,397	\$27,148	\$28,900	

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(f).
 ** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (Consumer Price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group).
 *** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
 **** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.
 Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).

EXHIBIT B

DORSEY & SEMRAU

FRED SEMRAU
DAWN M. SULLIVAN*
SUSAN C. SHARPE*
ROBERT ROSSMEISSL
EDWARD PASTERNAK
JONATHAN TESTA
* SENIOR ASSOCIATE

ATTORNEYS AT LAW
714 MAIN STREET
P.O. Box 228
BOONTON, NJ 07005
973-334-1900
FACSIMILE 973-334-3408

OF COUNSEL:
JOHN H. DORSEY
(1937-2018)
JOHN P. JANSEN

May 7, 2019

Via eCourts & Email

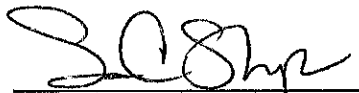
Honorable Michael C. Gaus, J.S.C.
Sussex County Judicial Center
Courtroom 203
43-37 High Street
Newton, NJ 07860

Re: In the Matter of the Application of the Township of Hanover
Docket No. MRS-L-1635-15

Dear Judge Gaus:

This office represents Plaintiff/Petitioner Township of Hanover in the above-referenced matter. Please be advised that I have filed a certification regarding proof of notice for the Fairness Hearing before Your Honor scheduled for 1:30 p.m. on Friday, May 10, 2019 at the Sussex County Judicial Center. For the Court's convenience, I have also included in the certification copies of the pertinent settlement agreements in this matter.

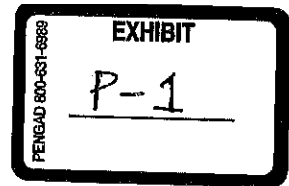
Respectfully submitted
DORSEY & SEMRAU, LLC



Susan C. Sharpe, Esq.

Enclosure

cc: ALL INTERVENORS (via email and eCourts)
Josh Bauers, Esq. (via email)
Elizabeth K. McManus, Special Master (via email)
Blais Brancheau, Township Planner (via email)
Joseph H. Burgis, PP, AICP (via email)
Robyn Welch, AICP (via email)
Joseph A. Giorgio, Township Business Administrator/Clerk (via email)



Fred Semrau, Esq. - 0017871993
Susan C. Sharpe, Esq. - 905582012
Dorsey & Semrau, LLC
714 Main Street/P.O. Box 228
Boonton, New Jersey 07005
(973) 334-1900
Attorneys for Plaintiff/Petitioner
Township of Hanover

**IN THE MATTER OF THE
APPLICATION OF THE TOWNSHIP
OF HANOVER, a municipal corporation
of the State of New Jersey,**

Plaintiff/Petitioner

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – MORRIS COUNTY

DOCKET NO.: MRS-L-1635-15

CIVIL ACTION
(Mount Laurel)

**CERTIFICATION OF
SUSAN C. SHARPE, ESQ.**

I, SUSAN C. SHARPE, ESQ., of full age, being duly sworn according to law, upon her oath deposes and says:

1. I am an attorney-at-law of the State of New Jersey and a Senior Associate of the law firm Dorsey & Semrau, LLC, attorneys for Plaintiff/Petitioner Township of Hanover in the above-referenced matter.

2. In accordance with paragraph 3 of the Court's February 1, 2019 Order ("Order") Scheduling a Fairness and Preliminary Compliance Hearing ("Hearing") for May 10, 2019, I timely served a copy of the Order upon all counsel of record via email and regular mail. See Exhibit A attached hereto, letter and email dated February 4, 2019 from Susan Sharpe, Esq. to counsel of record.

3. In accordance with paragraph 2 of the Order, this office forwarded a letter providing notice of the Hearing and enclosing a copy of the Order to (1) the Township of Hanover Service List via email or regular mail; and (2) the Region 2 Service List via regular and

certified mail, return receipt requested. See Exhibit B attached hereto, Letter dated April 1, 2019 from Susan C. Sharpe, Esq. to service lists, with enclosures and proof of service.

4. In accordance with paragraph 2 of the Order, I caused to have published a Notice of Fairness and Preliminary Compliance Hearing for the Town of Hanover, County of Morris, Regarding Settlement Agreements Related to the Township's Obligation to Provide Affordable Housing to Low- and Moderate-Income Household ("Notice of Hearing") in the Star Ledger on April 4, 2019, in the Daily Record on April 3, 2019, in the Hanover Eagle on April 4, 2019. See Exhibit C attached hereto, affidavits of publication from the Star Ledger, Daily Record, and the Hanover Eagle.

5. All settlement agreements in this matter have been kept on file in the Township of Hanover Clerk's office for inspection by the public since at least April 10, 2019. See Exhibit D, Certification of Joseph A. Giorgio, RMC, dated May 6, 2019; Exhibit E, Fair Share Housing Center settlement agreement; Exhibit F, 25-35 Airport Road, LLC and 45 Airport Road, LLC settlement agreement; Exhibit G, JMF Acquisitions, LLC settlement agreement; and Exhibit H, River Park Business Center, LLC settlement agreement, all of which are attached hereto.

7. All other pleadings, notices, correspondence and documents in this matter have been served as required upon the appropriate parties and/or service lists throughout the course of these proceedings.

The statements made herein are true to the best of my knowledge and belief. I understand that if any of these statements are willfully false, I am subject to punishment.

A handwritten signature in black ink, appearing to read "S C Sharpe", written over a horizontal line.

Susan C. Sharpe, Esq.

Dated: May 6, 2019

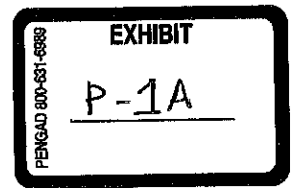


EXHIBIT A

DORSEY & SEMRAU

FRED SEMRAU
DAWN M. SULLIVAN*
SUSAN C. SHARPE*
ROBERT ROSSMEISSL
EDWARD PASTERNAK
JONATHAN TESTA
* SENIOR ASSOCIATE

ATTORNEYS AT LAW
714 MAIN STREET
P.O. BOX 228
BOONTON, NJ 07005
973-334-1900
FACSIMILE 973-334-3408

OF COUNSEL:
JOHN H. DORSEY
(1937-2018)
JOHN P. JANSEN

February 4, 2019

Via Regular Mail & Email

John P. Inglesino, Esq.
Derek W. Orth, Esq.
Inglesino, Webster, Wyciskala & Taylor, LLC
600 Parsippany Road, Suite 204
Parsippany, New Jersey 07054

Bruce H. Snyder, Esq.
Lasser Hochman, LLC
75 Eisenhower Parkway, Suite 120
Roseland, New Jersey 07068-1694

Richard J. Hoff, Esq.
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033

Joshua D. Bauers, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002

Re: In the Matter of the Application of the Township of Hanover
Docket No. MRS-L-1635-15

Dear Counsel:

This office represents Plaintiff/Petitioner Township of Hanover in the above-referenced matter. Please find enclosed an Order Scheduling a Fairness and Preliminary Compliance Hearing filed by the Honorable Maryann L. Nergaard, J.S.C. on February 1, 2019, and provided here in accordance with paragraph 3 of the Order.

Very truly yours,
DORSEY & SEMRAU, LLC



Susan C. Sharpe, Esq.

Enclosure

cc: Elizabeth K. McManus, Special Master (via email)
Blais Brancheau, Township Planner (via email)
Joseph H. Burgis, PP, AICP (via email)
Robyn Welch, AICP (via email)
Joseph A. Giorgio, Township Business Administrator/Clerk (via email)

FILED

FEB 01 2019

Maryann L. Nergaard
J.S.C.

PREPARED BY THE COURT

IN THE MATTER OF THE
APPLICATION OF TOWNSHIP OF
HANOVER,

Petitioner,

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY
DOCKET NO. L-1635-15

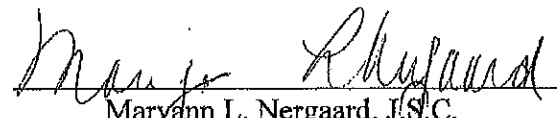
Civil Action
(Mt. Laurel)

**ORDER SCHEDULING A FAIRNESS AND
PRELIMINARY COMPLIANCE HEARING**

THIS MATTER having come before the Court following a case management conference between counsel for the parties; and it appearing that the parties have reached a settlement regarding this litigation; and that a Fairness and Preliminary Compliance Hearing should be scheduled; and for good cause shown:

IT IS on this 1st day of February, 2019, **ORDERED** as follows:

1. A Fairness and Preliminary Compliance Hearing is scheduled for **May 10, 2019 at 1:30 P.M before the Honorable Michael C. Gaus, J.S.C. at the Sussex County Court House Judicial Center, 43-47 High Street, Newton, N.J in Courtroom 203;**
2. Counsel for the Township shall arrange for publication of the necessary notices and submit proof of publication to the Court no later than the date of the Hearing; and
3. A copy of this Order shall be served upon all counsel of record by counsel for the Township within seven (7) days of the date hereof.


Maryann L. Nergaard, J.S.C.

Susan Sharpe

From: Susan Sharpe
Sent: Monday, February 4, 2019 8:36 AM
To: Josh Bauers (joshbauers@fairsharehousing.org); 'Bruce Snyder'; jinglesino (jinglesino@iwt-law.com); Derek W. Orth (DOrth@iwt-law.com); Richard Hoff
Cc: bmcmanus (bmcmanus@kylemcmanus.com); 'Blais Brancheau'; Joseph H. Burgis; 'Robyn Welch'; Joe Giorgio; Sue DeJessa; Fred Semrau
Subject: IMO Township of Hanover - Docket No.: MRS-L-1635-15
Attachments: Ltr to Counsel - Order for Fairness Hearing.pdf; Order for Fairness Hearing.pdf

Dear Counsel - Please see the attached correspondence.

Susan C. Sharpe, Esq.
Senior Associate
Dorsey & Semrau, LLC
714 Main Street
P.O. Box 228
Boonton, NJ 07005
(973) 334-1900 (T)
(973) 334-3408 (F)
ssharpe@dorseysemrau.com

CONFIDENTIALITY NOTICE: This electronic message contains information from the law firm of Dorsey & Semrau. This email and any files attached may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is strictly prohibited. If you have received this transmission in error, please forward same to sender and destroy the original transmission and its attachments without reading or saving in any manner.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

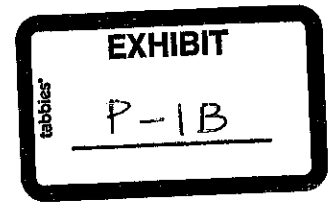


EXHIBIT B

DORSEY & SEMRAU

FRED SEMRAU
DAWN M. SULLIVAN*
SUSAN C. SHARPE*
ROBERT ROSSMEISL
EDWARD PASTERNAK
JONATHAN TESTA
* SENIOR ASSOCIATE

ATTORNEYS AT LAW
714 MAIN STREET
P.O. Box 228
BOONTON, NJ 07005
973-334-1900
FACSIMILE 973-334-3408

OF COUNSEL:
JOHN H. DORSEY
(1937-2018)
JOHN P. JANSEN

April 1, 2019

Via Regular & Certified Mail RRR

Attached Region 2 Service List

Re: **In the Matter of the Application of the Township of Hanover**
Docket No. MRS-L-1635-15

Dear Sir or Madam:

This office represents Plaintiff/Petitioner Township of Hanover in the above-referenced matter. **PLEASE TAKE NOTICE** that on May 10, 2019, beginning at 1:30 p.m., there will be a Fairness and Preliminary Compliance Hearing ("Hearing") before the Honorable Michael C. Gaus, J.S.C. at the Sussex County Judicial Center, Courtroom 203, 43-37 High Street, Newton, New Jersey 07860.

The Township of Hanover ("Township") has entered into settlement agreements with the following four (4) intervenors to facilitate the provision of affordable housing:

1. Fair Share Housing Center ("FSHC")
2. River Park Business Center, LLC ("River Park"), which owns Block 3801, Lot 2 and Block 4101, Lots 1 and 23, and is in the process of acquiring Block 4301, Lot 6.
3. JMF Acquisitions, LLC ("JMF"), which is the contract purchaser of Block 4001, Lots 6, 7, 9 (part), 10, 11, 12, and 14; and Block 8803, Lot 17, and which also has an interest in Block 4001, Lot 13.
4. 25-35 Airport Road, LLC and 45 Airport Road, LLC, both of which are affiliated with Alfieri, LLC ("Alfieri"), and which owns Block 4901, Lots 2, 17 and 19.

The purpose of the Hearing is for the Court to consider whether the terms of the settlement agreements meet the Township's obligation to provide a realistic opportunity to satisfy the Township's rehabilitation, Prior Round, and Third Round "fair share" of the regional need for affordable housing for low- and moderate-income households pursuant to the Mount Laurel decisions and their progeny, the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the substantive, applicable regulations of the New Jersey Council on Affordable Housing ("COAH"), the New Jersey Supreme Court's March 10, 2015 decision in In re N.J.A.C. 5:96 & N.J.A.C. 5:97, 221 N.J. 1 (2015), and other applicable laws.

The settlement agreements fully address the existing components of the Township's affordable housing obligations for the period 1987-2025, including the Township's Present Need Obligation (or rehabilitation obligation) of 26, or some lesser number to be determined, its Prior Round obligation of 356 housing units, and its Third-Round new construction obligation of 975

units. Pursuant to the settlement agreements, River Park shall provide 140 affordable family rental units plus 30 supportive/special needs bedrooms, JMF shall provide 60 affordable senior rental units, and Alfieri shall provide 42 affordable family rental units. The proposed settlement agreements provide a detailed list of the Township's total affordable housing obligation and compliance mechanisms demonstrating the Township's compliance with those affordable housing obligations. The full texts of the settlement agreements are available for public inspection and/or photocopying (at requestor's expense) during the hours of 8:00 a.m. to 4:30 p.m., Monday through Thursday, and 8:00 a.m. to 1:00 p.m., on Fridays, at the Township Clerk's Office located at the Hanover Township Municipal Building, 1000 Route 10, Whippany, New Jersey 07981.

On the date of the Hearing, the Court will conduct a Fairness Hearing to determine whether the settlement agreements are fair to low- and moderate-income households and create a realistic opportunity for satisfaction of the Township's affordable housing obligations. If the Court approves the settlement agreements, subject to appropriate conditions, if any, that may be imposed by the Court, the Court will schedule a Compliance Hearing. At the Compliance Hearing, the Township will seek a Judgment of Compliance and Repose, which will entitle the Township to protection from any Mount Laurel builder's remedy lawsuits through July 1, 2025.

Any interested person may seek to appear and be heard at the May 10, 2019 Hearing on the settlement agreements and shall have the opportunity to present any position on the settlement agreements. Objections or comments by any interested person must be filed with the Honorable Michael C. Gaus, J.S.C. at the Sussex County Judicial Center, Courtroom 203, 43-37 High Street, Newton, New Jersey, on or before April 26, 2019, with duplicate copies forwarded by mail and email to the attention of the following:

Fred Semrau, Esq.
Dorsey & Semrau, LLC
714 Main Street
P.O. Box 228
Boonton, NJ 07005
fsemrau@dorseysemrau.com

Joshua D. Bauers, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
joshbauers@fairsharehousing.org

Elizabeth K. McManus, Special Master
Kyle & McManus Associates
P.O. Box 236
45 E. Broad Street
Hopewell, NJ 08525
bmcmamus@kylemcmanus.com

Joseph H. Burgis, PP, AICP
Burgis Associates, Inc.
25 Westwood Avenue
Westwood, NJ 07675
jhb@burgis.com

John P. Inglesino, Esq.
Derek W. Orth, Esq.
Inglesino, Webster, Wyciskala & Taylor,
LLC
600 Parsippany Road, Suite 204
Parsippany, NJ 07054
DOrth@iwt-law.com

Richard J. Hoff, Jr., Esquire
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033
rhoff@bisgaierhoff.com

Craig W. Alexander, Esq.
Mandelbaum Salsburg
3 Becker Farm Road, Suite 105
Roseland, NJ 07068
calexander@lawfirm.ms

This Notice is provided pursuant to directive of the Court and is intended to inform interested parties of the proposed settlement agreements and inform such parties that they are able to comment on the settlement agreements before the Court reviews and evaluates whether to approve the settlement agreements. This Notice does not indicate any view by the Court as to the fairness, reasonableness, or adequacy of the settlement agreements or whether the Court will approve the settlement agreements.

Very truly yours,
Dorsey & Semrau, LLC

A handwritten signature in black ink, appearing to read 'S. Sharpe', is written over a horizontal line.

Susan C. Sharpe, Esq.

cc: Township of Hanover Service List, attached (via email or regular mail)
Joseph A. Giorgio, Township Administrator/Clerk (via email)

Township of Hanover – Service List**VIA EMAIL:**

The Honorable Ronald F. Francioli Mayor Township of Hanover 1000 Route 10 PO Box 250 Whippany, New Jersey 07981-0250 973-428-2500 (Telephone) rfrancioli@optonline.net	Fred Semrau Dorsey & Semrau, LLC 714 Main St PO Box 228 Boonton, New Jersey 07005-1450 973-334-1900 (Telephone) 973-334-3408 (Fax) fsemrau@dorseysemrau.com	Kevin J. Moore, Esq. Sills Cummis & Gross 650 College Road East Princeton, NJ 08540 609-227-4620 (Telephone) 609-227-4646 (Fax) kmoore@sillscummis.com
Joseph A. Giorgio, RMC Municipal Clerk/Administrator Township of Hanover 1000 Route 10 PO Box 250 Whippany, New Jersey 07981-0250 973-428-2467 (Telephone) 973-515-6683 (Fax) JGiorgio@hanovertownship.com	Blais L. Brancheau, PP, AICP Township of Hanover 1000 Route 10 PO Box 250 Whippany, New Jersey 07981-0250 BBrancheau@hanovertownship.com	Connie Pascale Maria Gomez Legal Services of New Jersey 100 Metroplex Dr., Suite 402 Edison, NJ 08818 732-572-9100 (Telephone) 732-572-0066 (Fax) cpascale@lsnj.org mgomez@lsnj.org
Kelli Schanz MHL Township of Hanover 1000 Route 10 PO Box 250 Whippany, New Jersey 07981-0250 973-428-2497 (Telephone) 973-515-6644 (Fax) KSchanz@hanovertownship.com	Gerardo Maceira, PE Municipal Engineer Township of Hanover 1000 Route 10 PO Box 250 Whippany, New Jersey 07981-0250 973-428-2488 (Telephone) 973-515-6669 (Fax) Gmaceira@hanovertownship.com	William J. Pinilis, Esq. Pinilis Halpern, LLP 160 Morris Street Morristown, NJ 07960 wpinilis@consumerfraudlawyer.com
Daniel Balassone 3902 Boxwood Ct Whippany, New Jersey 07981 Danbal21@optonline.net	Ross A. Chomik Vision Equities Acquisitions, LLC 49 Bloomfield Ave Mountain Lakes, New Jersey 07046 973-299-4000 (Telephone) 973-299-4001 (Fax) rchomik@visionrep.com	Robert A. Kasuba, Esq. RJ Parent Investors, LLC Bisgaier Hoff, LLC 25 Chestnut Street Haddonfield, NJ 08033 856-795-0312 (T) rkasuba@bisgaierhoff.com
Robert C. Garofalo, Esq. Garofalo & O'Neill, PA 60 Baldwin Rd Parsippany, New Jersey 07054 973-335-3131 (Telephone) 973-335-7588 (Fax) garofalo@garofalopa.com	Barbara Schoor Vice President William Dailey Community Investment Strategies, Inc. 1970 Brunswick Ave Ste. 100 Lawrenceville, New Jersey 08648 609-298-2229 (Telephone) 609-298-7708 (Fax) info@cisnj.com wdailey@cisnj.com	Bruce Snyder, Esq. Shep Guryan, Esq. Lasser Hochman 75 Eisenhower Pkwy, Suite 120 Roseland, NJ 07068 bsnyder@lasserhochman.com sguryan@lasserhochman.com

Township of Hanover – Service List

James Humphries New Jersey Highlands Council 100 North Rd Rte 513 Chester, New Jersey 07930-2322 908-879-6737 (Telephone) 908-879-4205 (Fax) James.humphries@highlands.state.nj.us	Dan McGuire, AICP Director, Development Division Homeless Solutions 6 Dumont Pl., 3rd Fl. Morristown, New Jersey 07960 973-993-0900 ext. 19 (Telephone) 973-993-2222 (Fax) DanMcGuire@HomelessSolutions.org	David R. Oberlander, Esq. Bisgaier Hoff 25 Chestnut St., Suite 3 Haddonfield, NJ 08033 856-795-0150 (Telephone) 856-795-0312 (Fax) doberlander@bisgaierhoff.com
Tom Toronto President Bergen County's United Way 6 Forest Ave., Ste. 210 Paramus, New Jersey 07652 201-291-4051 (Telephone) 201-291-0681 (Fax) ttoronto@bergenunitedway.org	Jon Vogel Development Director AvalonBay Communities, Inc. 517 Route 1 S., Ste. 5500 Iselin, New Jersey 08830 732-404-4800 (Telephone) 732-283-9105 (Fax) Jon_Vogel@avalonbay.com	Christopher Norman, Esq. Raymond Coleman Heinold & Norman, LLP 325 New Albany Road Moorestown, NJ 08057 cnorman@rclawnj.com
Kevin Sitlick Morris County Dept. of Planning & Development PO Box 900 30 Schuyler P., 4th floor Morristown, NJ 07963-0900 973-829-8120 (Telephone) 973-326-9025 (Fax) ksitlick@co.morris.nj.us	Edward J. Buzak, Esq. The Buzak Law Group Montville Office Park 150 River Road, Suite N-4 Montville, NJ 07045 973-335-0600 (Telephone) 973-335-1145 (Fax) ejbuzak@buzaklawgroup.com	Charles Appelbaum, Esq. 363 Bloomfield Ave, 3rd Floor Montclair, New Jersey 07042 cappelbaum@applebaunesq.com
Jonathan Drill, Esq. Stickel, Koenig, Sullivan & Drill 571 Pompton Avenue Cedar Grove, NJ 07009 973-239-8800 (Telephone) 973-239-0369 (Fax) jdrill@sksdllaw.com	Jeffrey Kantowitz, Esq. Law Office of Abe Rappaport 195 Route 46 W., Suite 6 Totowa, NJ 07512 973-785-1799 (Telephone) 973-785-4777 (Fax) jeffrey.kantowitz@gmail.com	Richard J. Hoff, Jr. Bisgaier Hoff, LLC 25 Chestnut St. Suite 3 Haddonfield, NJ 08033 RHoff@bisgaierhoff.com
Thomas F. Carroll, III, Esq. Stephen M. Eisdorfer, Esq. Hill Wallack 202 Carnegie Center CN 5226 Princeton, NJ 08543 609-734-6336 (Carroll Telephone) 609-734-6357 (Eisdorfer Telephone) 609-452-1888 (Fax) tcarroll@hillwallack.com seisdorfer@hillwallack.com	Henry L. Kent-Smith, Esq. Fox Rothschild Princeton Pike Corporate Center 997 Lenox Dr., Bldg. 3, Ste. 204 Lawrenceville, NJ 08648 609-896-4584 (Telephone) 609-896-1469 (Fax) Hkent-smith@foxrothschild.com	Diane Driscoll Director of Housing Development Our House, Inc. 76 Floral Avenue Murray Hill, NJ 07974-1511 ddriscoll@ourhousenj.org

Township of Hanover – Service List

Susan Scott, DAG Office of the Attorney General 25 W Market St P.O. Box 112 Trenton, NJ 08625 Susan.scott@law.njoag.gov	Jeffrey R. Surenian, Esq. Jeffrey R. Surenian & Associates, LLC 707 Union Avenue, Suite 301 Brielle, NJ 08730 732-612-3101 (Fax) jrs@surenian.com	Yolanda Rodriguez, Counsel Toll Brothers, Inc. 670 Spotswood-Englishtown Road Monroe Township, NJ 08831 Yrodriguez2@tollbrothers.com
Craig M Gianetti, Esq. Stanberry Parsippany, LLC Day Pitney, LLP One Jefferson Road Parsippany, NJ 07054-2891 973-966-8053 (T) 973-206-6273 (F) cgianetti@daypitney.com	Ronald K. Chen Constitutional Litigation Clinic Center for Law & Justice 123 Washington St. Newark, NJ 07102 rchen@kinoy.rutgers.edu	John P. Inglesino, Esq. Derek W. Orth, Esq. Inglesino, Webster, Wyciskala & Taylor, LLC 600 Parsippany Road, Suite 204 Parsippany, NJ 07054 jinglesino@iwt-law.com DOrth@iandplaw.com
Kevin D. Walsh, Esq. Adam Gordon, Esq. Laura Smith-Denker, Esq. Donna Gomez Fair Share Housing Center 510 Park Boulevard Cherry Hill, NJ 08002 856-663-3400 kevinwalsh@fairsharehousing.org adamgordon@fairsharehousing.org lauradenker@fairsharehousing.org donnagomez@fairsharehousing.org	Tracy A. Siebold, Esq. Nehmad, Perillo & Davis 430 Ocean Heights Avenue Egg Harbor Twp., NJ 08234 tsiebold@npdlaw.com	Russ Hall Housing Alliance of Morris County PO Box 138 Morris Plains, NJ 07950 973-540-1914 (F) mcha@morriscountyha.org morrishachair@gmail.com
Lawrence S. Lustberg, Esq. Gibbons P.C. One Gateway Center Newark, NJ 07102 llustberg@gibbonslaw.com	Howard Colton-Max Jewish Community Housing Corporation 901 Route 10 Whippany, NJ 07981 harolde@jchcorp.org	Ronald S. Ladell, SVP Avalon Bay Communities 517 Route One South, Suite 5500 Iselin, NJ 08830 Ronald_Ladell@avalonbay.com
Samuel Masucci, Jr Masucci Associates 1099 Mt. Kemble Ave Morristown, New Jersey 07960 973-425-9400 (Telephone) RRispoli@masucciassoc.com	Henry T. Chou, Esq. Hill Wallack, LLP P. O. Box 5226 Princeton, NJ 08543 hchou@hillwallack.com	Jesse Tepedino Land Acquisition Manager Pulte Group 150 Allen Road, Suite 303 Basking Ridge, NJ 07920 Jesse.tepedino@PulteGroup.com
Bryan D. Plocker, Esq. Hutt & Shimanowitz, P.C. 459 Amboy Avenue P.O. Box 648 Woodbridge, NJ 07095 bplocker@huttshim.com	Wilma E. Frey Senior Policy Manager New Jersey Conservation Foundation 170 Longview Rd Far Hills, New Jersey 07931 wilma@njconservation.org	Gary Fuchs Waterview At Hanover C/O Integra Management Corp. 200 Valley Rd. Suite 203 Mt. Arlington, NJ 07856 gfuchs@integrangtcorp.com

Township of Hanover – Service List

Margarita Howard Sherry L. Sims Town of Boonton Housing Authority 125 Chestnut St Boonton, New Jersey 07005 info@boontonhousing.org sherry@boontonhousing.org	Woodmont Knolls Woodmont Realty Group 100 Passaic Ave, Ste. 240 Fairfield, NJ 07004 Asset Management Operations: George Buchmann gbuchmann@woodmontproperties.com	Martin F. McKernan, Jr., Esq. McKernan, McKernan & Godino 113 North Sixth St. Camden, NJ 08102 856-964-7759 (Telephone) ext. 18 856-964-9620 (F) mckernangodino@juno.com
--	---	---

Township of Hanover – Service List**VIA REGULAR MAIL:**

Hanover Renaissance, LLC 70 Grand Ave. 1st floor #109 River Edge, NJ 07661	Melissa Field Director of Housing Development Allies, Inc. 1262 White Horse-Hamilton Sq Rd Bldg A, Ste 101 Hamilton, New Jersey 08690	Garth F. Weber, Esq. Dilon, Bitar & Luther, LLC PO Box 398 Morristown, NJ 07963-0398 information@dbi-law.com
Catherine R. McCabe, Commissioner 401 E. State St. 7th Floor, East Wing P.O. Box 402 Trenton, NJ 08625-0402 phone: (609) 292-2885 fax: (609) 292-7695	Amy P. Neu President New Holdings US Corp./Eden Wood Realty, LLC 47 Parsippany Rd Whippany, New Jersey 07981	William R. Testa Executive Director The ARC/Morris Chapter PO Box 123 Central Avenue Morris Plains, New Jersey 07950 info@arcmorris.org development@arcmorris.org
Deborah C. Lewinson President and Executive Director Allegro School and Programs 125 Ridgedale Ave. Cedar Knolls, New Jersey 07927 973-267-8060 (Telephone) 973-539-1115 (Fax) allegro1@msn.com	Howard Spear, Esq. College Plaza 477 Rte. 10 Randolph, NJ 07869	290 CKR LLC PO Box 544 Cedar Knolls, NJ 07927

REGION 2 SERVICE LIST**For Fairness Hearings Involving Municipalities in Essex, Morris, Union and Warren Counties****VIA REGULAR AND CERTIFIED MAIL RRR:**

Habitat for Humanity Newark Inc. P.O. Box 32189 Newark, NJ 07102	Fair Share Housing Center 510 Park Blvd. Cherry Hill, NJ 08002	Hands Inc. 15 South Essex Avenue Orange, NJ 07050
Newark NAACP 697 South 12 th Street Newark, NJ 07103	East Orange NAACP P.O. Box 1127 East Orange, NJ 07019	New Community Corp. 233 West Market Street Newark, NJ 07103
New Jersey Citizen Action 625 Broad Street Ste. 270 Newark, NJ 07102	Latino Action Network 2560 U.S. Highway 22 Suite Number 322 Scotch Plains, NJ 07076	Ironbound Community Corp. 179 Van Buren Street Newark, NJ 07105-2601
Community Hope Inc. 959 Route 46 East, Ste. 402 Parsippany, NJ 07054	Homeless Solutions 3 Wing Drive, Suite 245 Cedar Knolls, NJ 07927	Morris Co. NAACP P.O. Box 2256 Morristown, NJ 07962
Morris Habitat for Humanity 274 South Salem Street Ste. 100 Randolph, NJ 07869	New Bridge Services Inc. 7 Industrial Road Pequannock, NJ 07440	Monarch Housing Associates 29 Alden Street. Ste 1b Cranford, NJ 07016
Supportive Housing Associates of New Jersey 185 Valley St. South Orange, NJ 07079		

DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

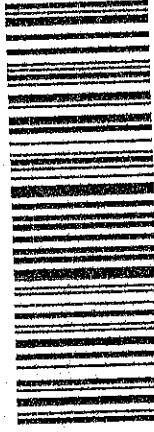


7016 0680 0000 8839 5249

New Jersey Citizen Action
625 Broad Street Ste. 270
Newark, NJ 07102

CERTIFIED MAIL

DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



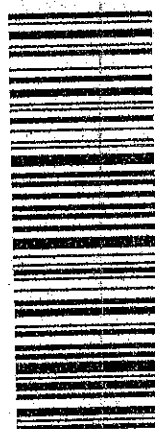
7016 0680 0000 8839 5256

Ironbound Community Corp.
179 Van Buren Street
Newark, NJ 07105-2601



DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



7018 0680 0000 8839 5232



UNITED STATES POSTAGE
02 1P
\$ 006.80
PITNEY BOWES
0004740456 APR 03 2019
MAILED FROM ZIP CODE 07005

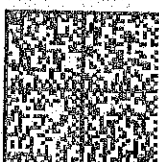
Community Hope Inc.
959 Route 46 East, Ste. 402
Parsippany, NJ 07054

DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



7018 0680 0000 8839 5233

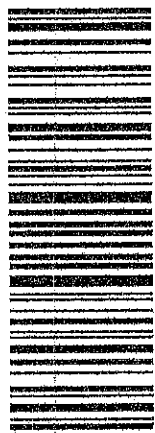


UNITED STATES POSTAGE
02 1P
\$ 006.80
PITNEY BOWES
0004740456 APR 03 2019
MAILED FROM ZIP CODE 07005

CERTIFIED MAIL

Latino Action Network
2560 U.S. Highway 22
Suite Number 322
Scotch Plains, NJ 07076

DORSEY & SEMRAU
 714 MAIN STREET
 P.O. BOX 228
 BOONTON, NEW JERSEY 07005

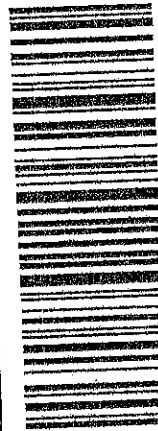


7016 0680 0000 8839 5287

Supportive Housing Assoc. of NJ
 185 Valley St.
 South Orange, NJ 07079



DORSEY & SEMRAU
 714 MAIN STREET
 P.O. BOX 228
 BOONTON, NEW JERSEY 07005



7016 0680 0000 8839 5287

Monarch Housing Associates
 29 Alden Street, Ste 1b
 Cranford, NJ 07016



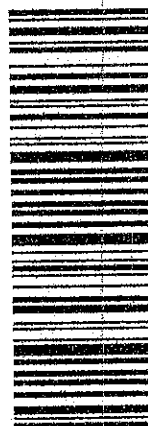
CERTIFIED MAIL

DORSEY & SEMRAU

714 MAIN STREET

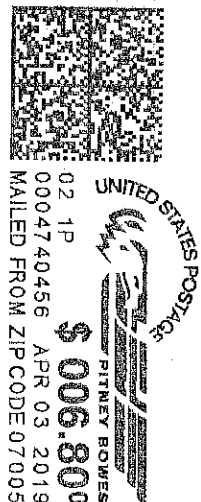
P.O. BOX 228

BOONTON, NEW JERSEY 07005



7018 0680 0000 8839 5294

New Bridge Services Inc.
7 Industrial Road
Pegannock, NJ 07440

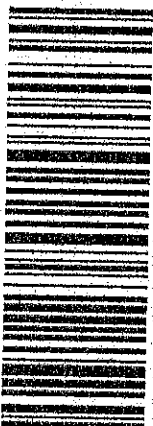


DORSEY & SEMRAU

714 MAIN STREET

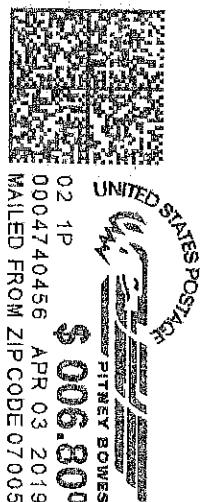
P.O. BOX 228

BOONTON, NEW JERSEY 07005

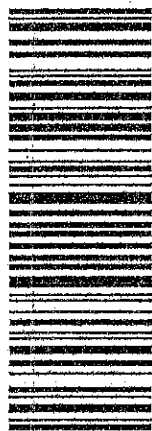


7018 0680 0000 8839 5300

Morris Habitat for Humanity
274 South Salem Street, Ste. 100
Randolph, NJ 07869

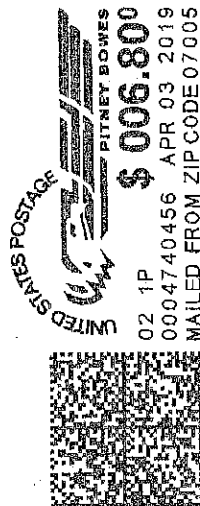


DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

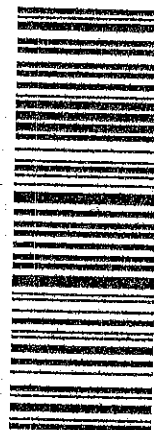


7018 0680 0000 8839 5317

Morris Co. NAACP
P.O. Box 2256
Morristown, NJ 07962



DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



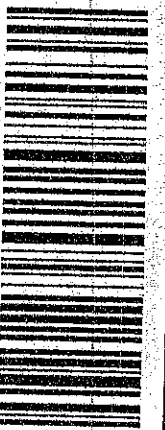
7018 0680 0000 8839 5324

Homeless Solutions
3 Wing Drive, Suite 245
Cedar Knolls, NJ 07927



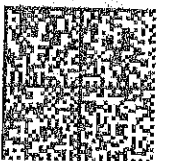
DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



7018 0680 0000 8839 5331

New Community Corp.
233 West Market Street
Newark, NJ 07103



UNITED STATES POSTAGE
02 1P
\$ 006.80
0004740456 APR 03 2019
MAILED FROM ZIP CODE 07005

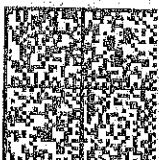
DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



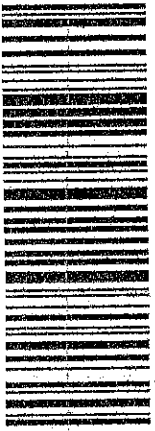
7018 0680 0000 8839 5348

East Orange NAACP
P.O. Box 1127
East Orange, NJ 07019



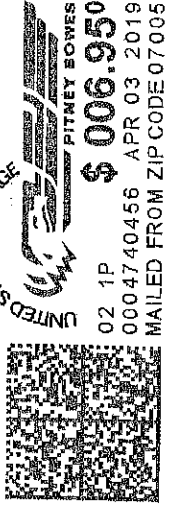
UNITED STATES POSTAGE
02 1P
\$ 006.80
0004740456 APR 03 2019
MAILED FROM ZIP CODE 07005

DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



7018 0680 0000 8839 5386

Habitat for Humanity Newark Inc.
P.O. Box 32189
Newark, NJ 07102



CERTIFIED MAIL

DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



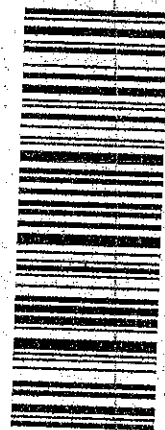
7018 0680 0000 8839 5382

Hands Inc.
15 South Essex Avenue
Orange, NJ 07050



DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



7018 0680 0000 8839 5379

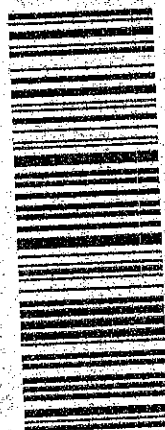
Fair Share Housing Center
510 Park Blvd.
Cherry Hill, NJ 08002



UNITED STATES POSTAGE
PITNEY BOWES
02 1P
\$ 006.80
0004740456 APR 03 2019
MAILED FROM ZIP CODE 07005

DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



7018 0680 0000 8839 5355

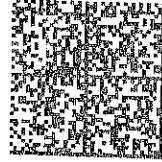
Newark NAACP
697 South 12th Street
Newark, NJ 07103



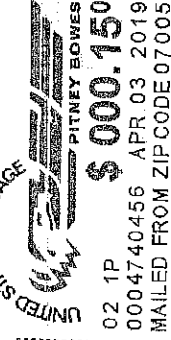
UNITED STATES POSTAGE
PITNEY BOWES
02 1P
\$ 006.80
0004740456 APR 03 2019
MAILED FROM ZIP CODE 07005

CERTIFIED MAIL

DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



Homeless Solutions
3 Wing Drive, Suite 245
Cedar Knolls, NJ 07927



DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



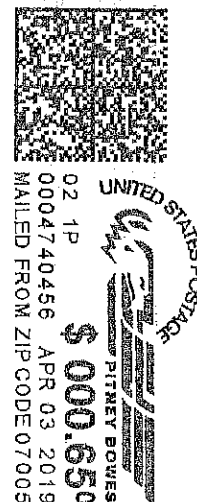
Garth F. Weber, Esq.
Dilon, Bitar & Luther, LLC
PO Box 398
Morristown, NJ 07963-0398

DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Melissa Field

Director of Housing Development Allies, Inc.
1262 White Horse-Hamilton Sq Rd
Bldg A, Ste 101
Hamilton, New Jersey 08690

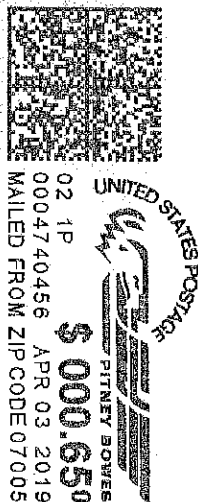


DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Amy P. Neu

President
New Holdings US Corp/Eden Wood Realty, LLC
47 Parsippany Rd
Whippany, New Jersey 07981



DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Hanover Renaissance, LLC
70 Grand Ave. 1st floor #109
River Edge, NJ 07661

William D. Tarts



DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

William A. Iesla
Executive Director
The ARC/Morris Chapter
PO Box 123
Central Avenue
Morris Plains, New Jersey 07950



DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Deborah C. Lewinson
President and Executive Director
Allegro School and Programs
125 Ridgedale Ave.
Cedar Knolls, New Jersey 07927

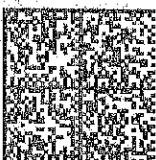


UNITED STATES POSTAGE
PITNEY BOWES
02 1P
0004740456 APR 03 2019
MAILED FROM ZIP CODE 07005
\$ 000.650

DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Howard Spear, Esq.
College Plaza
477 Rte. 10
Randolph, NJ 07869



UNITED STATES POSTAGE
PITNEY BOWES
02 1P
0004740456 APR 03 2019
MAILED FROM ZIP CODE 07005
\$ 000.650

DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Catherine R. McCabe
Commissioner
401 E. State St.
7th Floor, East Wing
P.O. Box 402
Trenton, NJ 08625-0402



DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

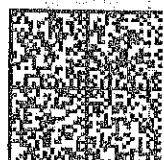
Morris Co. NAACP
P.O. Box 2256
Morristown, NJ 07962



DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

East Orange NAACP
P.O. Box 1127
East Orange, NJ 07019



UNITED STATES POSTAGE
PITNEY BOWES
02 1P
0004740456 APR 03 2019
\$ 000.650
MAILED FROM ZIP CODE 07005

DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Morris Habitat for Humanity
274 South Salem Street, Ste. 100
Randolph, NJ 07869



UNITED STATES POSTAGE
PITNEY BOWES
02 1P
0004740456 APR 03 2019
\$ 000.650
MAILED FROM ZIP CODE 07005

DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Monarch Housing Associates
29 Alden Street. Ste 1b
Cranford, NJ 07016



DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

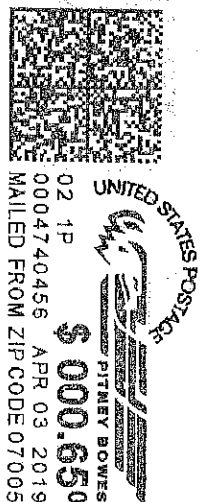
Supportive Housing Assoc. of NJ
185 Valley St.
South Orange, NJ 07079



DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

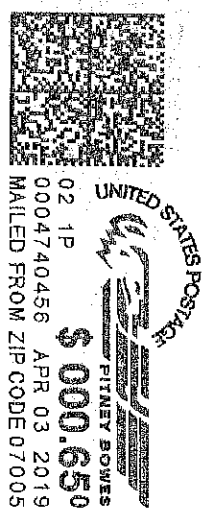
New Bridge Services Inc.
7 Industrial Road
Pegannock, NJ 07440



DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Ironbound Community Corp.
179 Van Buren Street
Newark, NJ 07105-2601



DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Latino Action Network
2560 U.S. Highway 22
Suite Number 322
Scotch Plains, NJ 07076



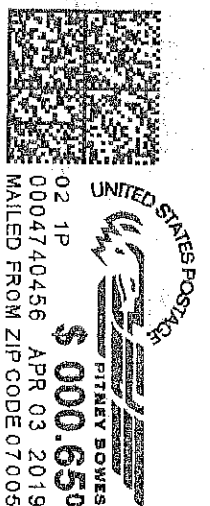
DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Hands Inc.
15 South Essex Avenue
Orange, NJ 07050



DORSEY & SEMRAU

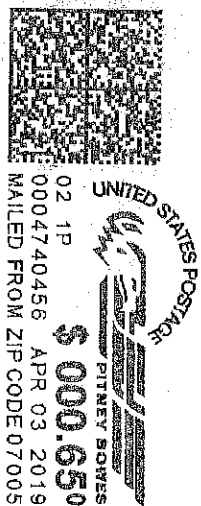
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



290 CKR LLC
PO Box 544
Cedar Knolls, NJ 07927

DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005



Community Hope Inc.
959 Route 46 East, Ste. 402
Parsippany, NJ 07054

DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

New Jersey Citizen Action
625 Broad Street Ste. 270
Newark, NJ 07102



DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

New Community Corp.
233 West Market Street
Newark, NJ 07103

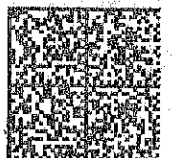


DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Fair Share Housing Center

510 Park Blvd.
Cherry Hill, NJ 08002



UNITED STATES POSTAGE
PITNEY BOWES
02 1P
\$ 000.650
0004740456 APR 03 2019
MAILED FROM ZIP CODE 07005

DORSEY & SEMRAU

714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Newark NAACP

697 South 12th Street
Newark, NJ 07103



UNITED STATES POSTAGE
PITNEY BOWES
02 1P
\$ 000.650
0004740456 APR 03 2019
MAILED FROM ZIP CODE 07005

DORSEY & SEMRAU
714 MAIN STREET
P.O. BOX 228
BOONTON, NEW JERSEY 07005

Habitat for Humanity Newark Inc.
P.O. Box 32189
Newark, NJ 07102



Susan Sharpe

From: Mary Lee Terpstra
Sent: Wednesday, April 3, 2019 5:41 PM
To: Josh Bauers; Joseph H. Burgis
Cc: Susan Sharpe
Subject: FW: In the Matter of the Application of the Township of Hanover
Attachments: IMO of the Application of the Township of Hanover.pdf

Please see attached

Mary Lee Terpstra
 Paralegal
 DORSEY & SEMRAU
 714 Main Street
 Boonton, NJ 07005
 Tele.: (973) 334-1900
 Fax: (973) 334-3408
 mterpstra@dorseysemrau.com

CONFIDENTIALITY NOTICE: This electronic message contains information from the law firm of Dorsey & Semrau. This email and any files attached may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is strictly prohibited. If you have received this transmission in error, please forward same to sender and destroy the original transmission and its attachments without reading or saving in any manner.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

From: Mary Lee Terpstra

Sent: Wednesday, April 03, 2019 5:38 PM

To: 'Adam Gordon, Esq.' <adamgordon@fairsharehousing.org>; 'Barbara Schoor' <info@cisnj.com>; 'Blais L. Brancheau' <BBrancheau@hanovertownship.com>; 'Bob Martin, DEP' <commissioner@dep.nj.gov>; 'Brian Plocker, Esq.' <Bplocker@huttshim.com>; 'Bruce Snyder, Esq.' <bsnyder@lasserhochman.com>; 'Charles Appelbaum, Esq.' <capplebaum@applebaumesq.com>; 'Christopher Norman, Esq.' <cnorman@rclawnj.com>; 'Connie Pascale' <cpascale@lsnj.org>; 'Dan McGuire' <DanMcGuire@HomelessSolutions.org>; 'Daniel Balassone' <Danbal21@optonline.net>; 'David R. Oberlander, Esq.' <doberlander@bisgaierhoff.com>; 'Deborah C. Lewinson' <allegro1@msn.com>; 'Diane Driscoll' <ddriscoll@ourhousenj.org>; 'Donna Gomez' <donnagomez@fairsharehousing.org>; 'Edward J. Buzak, Esq.' <ejbuzak@buzaklawgroup.com>; 'Elizabeth K. McManus' <bmcmanus@cchnj.com>; 'Erik Gugel' <egugel@lasserhochman.com>; 'Fred Semrau' <fsemrau@dorseysemrau.com>; 'Garth F. Weber, Esq.' <information@dbl-law.com>; 'George Buchmann, Woodmont Realty Group' <gbuchmann@woodmontproperties.com>; 'Gerardo Maceira, Municipal Engineer' <Gmaceira@hanovertownship.com>; 'Henry L. Kent-Smith, Esq.' <Hkent-smith@foxrothschild.com>; 'Henry T. Chou, Esq.' <hchou@hillwallack.com>; 'Howard Colton-Max, Jewish Community Housing Corporation' <haroldc@jchcorp.org>; 'Howard Spear, Esq.' <howardspear@msn.com>; 'James Humphries' <james.humphries@highlands.state.nj.us>; 'Jeffrey Kantowitz Esq. (jeffrey.kantowitz@gmail.com)' <jeffrey.kantowitz@gmail.com>; 'Jeffrey R. Surenian, Esq.' <jrs@surenian.com>; 'Jesse

Tepedino' <jesse.tepedino@pultegroup.com>; 'John P. Inglesino, Esq.' <jinglesino@iwt-law.com>; 'Jon Vogel' <Jon_Vogel@avalonbay.com>; 'Jonathan Drill, Esq.' <jdrill@sksdlaw.com>; 'Joseph A. Giorgio, Municipal Clerk/Administrator' <JGiorgio@hanovertownship.com>; 'Kelli Schanz' <KSchanz@hanovertownship.com>; 'Kevin D. Walsh, Esq.' <kevinwalsh@fairsharehousing.org>; 'Kevin Moore' <kmoore@sillscummis.com>; 'Laura Smith-Denker' <lauradenker@fairsharehousing.org>; 'Lawrence S. Lustberg, Esq.' <llustberg@gibbonslaw.com>; 'Margarita Howard' <info@boontonhousing.org>; 'Maria Gomez' <mgomez@lsnj.org>; 'Martin F. McKernan, Jr., Esq.' <mckernangodino@juno.com>; 'Morris County Dept. of Planning & Development' <ksitlick@co.morris.nj.us>; 'Mr. Gary Fuchs, Waterview At Hanover' <gfuchs@integramgtcorp.com>; 'Richard J. Hoff, Jr., Bisgaier Hoff, LLC' <RHoff@bisgaierhoff.com>; 'Robert A. Kasuba, Esq., RJ Parent Investors, LLC' <rkasuba@bisgaierhoff.com>; 'Robert C. Garofalo, Esq.' <garofalo@garofalopa.com>; 'Robyn Welch' <rw@burgis.com>; 'Ronald F. Francioli, Mayor' <rfrancioli@optonline.net>; 'Ronald K. Chen' <rchen@kinoy.rutgers.edu>; 'Ronald S. Ladell, Avalon Bay Communities' <Ronald_Ladell@avalonbay.com>; 'Ross A. Chomik' <rchomik@visionrep.com>; 'Russ Hall' <morrishachair@gmail.com>; 'Russ Hall, Housing Alliance of Morris County' <mcha@morriscountyha.org>; 'Samuel Masucci' <rrispoli@masucciasoc.com>; 'Shep Guryan, Esq.' <sguryan@lasserhochman.com>; 'Stanberry Parsippany, LLC, c/o Craig M. Gianetti, Esq.' <cgianetti@daypitney.com>; 'Stephen M. Eisdorfer, Esq.' <seisdorfer@hillwallack.com>; 'Susan Scott' <susan.scott@law.njoag.gov>; 'Thomas F. Carroll, III, Esq.' <tcarroll@hillwallack.com>; 'Thomas Palumbo' <Tom.Palumbo@PulteGroup.com>; 'Tom Toronto' <ttoronto@bergenunitedway.org>; 'Tracy A. Siebold, Esq.' <tsiebold@npdlaw.com>; 'Valentina DiPippo' <valentina.dipippo@lps.state.nj.us>; 'William Dailey' <wdailey@cisnj.com>; 'William Pinilis, Esq.' <wpinilis@consumerfraudlawyer.com>; 'William R. Testa' <info@arcmorris.org>; 'Wilma Frey' <wilma@njconservation.org>; 'Yolanda Rodriguez, Toll Brothers, Inc.' <Yrodriguez2@tollbrothers.com>

Cc: Susan Semrau <ssemrau@dorseysemrau.com>; Fred Semrau <fsemrau@dorseysemrau.com>

Subject: In the Matter of the Application of the Township of Hanover

Please see attached

Mary Lee Terpstra
Paralegal
DORSEY & SEMRAU
714 Main Street
Boonton, NJ 07005
Tele.: (973) 334-1900
Fax: (973) 334-3408
mterpstra@dorseysemrau.com

CONFIDENTIALITY NOTICE: This electronic message contains information from the law firm of Dorsey & Semrau. This email and any files attached may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is strictly prohibited. If you have received this transmission in error, please forward same to sender and destroy the original transmission and its attachments without reading or saving in any manner.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

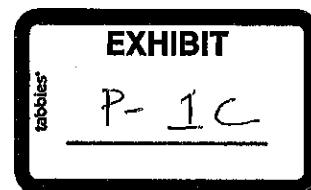


EXHIBIT C



Star Ledger

LEGAL AFFIDAVIT

AD#: 0009102380

Total

\$502.16

State of New Jersey,) ss

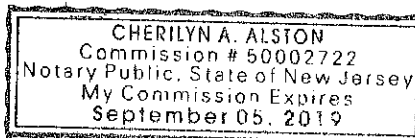
County of Middlesex)

Corey Prisco being duly sworn, deposes that he/she is principal clerk of NJ Advance Media; that Star Ledger is a public newspaper, with general circulation in Atlantic, Burlington, Cape May, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union, and Warren Counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Star Ledger 04/04/2019

Principal Clerk of the Publisher

Sworn to and subscribed before me this 5th day of April 2019



Notary Public

TOWNSHIP OF HANOVER

**NOTICE OF FAIRNESS AND PRELIMINARY COMPLIANCE HEARING
FOR THE TOWNSHIP OF HANOVER, COUNTY OF MORRIS,
REGARDING SETTLEMENT AGREEMENTS RELATED TO THE
TOWNSHIP'S OBLIGATION TO PROVIDE AFFORDABLE HOUSING TO
LOW- AND MODERATE-INCOME HOUSEHOLDS**

DOCKET NO.: MRS-L-1635-15

PLEASE TAKE NOTICE that on May 10, 2019, beginning at 1:30 p.m., there will be a Fairness and Preliminary Compliance Hearing ("Hearing") before the Honorable Michael C. Gaus, J.S.C. at the Sussex County Judicial Center, Courtroom 203, 43-37 High Street, Newton, New Jersey 07860.

The Township of Hanover ("Township") has entered into settlement agreements with the following four (4) intervenors to facilitate the provision of affordable housing:

1. Fair Share Housing Center ("FSHC")
2. River Park Business Center, LLC ("River Park"), which owns Block 3801, Lot 2 and Block 4101, Lots 1 and 23, and is in the process of acquiring Block 4301, Lot 6.
3. JMF Acquisitions, LLC ("JMF"), which is the contract purchaser of Block 4001, Lots 6, 7, 9 (part), 10, 11, 12, and 14; and Block 8803, Lot 17, and which also has an interest in Block 4001, Lot 13.
4. 25-35 Airport Road, LLC and 45 Airport Road, LLC, both of which are affiliated with Alfieri, LLC ("Alfieri"), and which owns Block 4901, Lots 2, 17 and 19.

The purpose of the Hearing is for the Court to consider whether the terms of the settlement agreements meet the Township's obligation to provide a realistic opportunity to satisfy the Township's rehabilitation, Prior Round, and Third Round "fair share" of the regional need for affordable housing for low- and moderate-income households pursuant to the Mount Laurel decisions and their progeny, the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the substantive, applicable regulations of the New Jersey Council on Affordable Housing ("COAH"), the New Jersey

Supreme Court's March 10, 2015 decision in *In re N.J.A.C. 5:96 & N.J.A.C. 5:97*, 221 N.J. 1 (2015), and other applicable laws.

The settlement agreements fully address the existing components of the Township's affordable housing obligations for the period 1987-2025, including the Township's Present Need Obligation (or rehabilitation obligation) of 26, or some lesser number to be determined, its Prior Round obligation of 356 housing units, and its Third-Round new construction obligation of 975 units. Pursuant to the settlement agreements, River Park shall provide 140 affordable family rental units plus 30 supportive/special needs bedrooms, JMF shall provide 60 affordable senior rental units, and Alfieri shall provide 42 affordable family rental units. The proposed settlement agreements provide a detailed list of the Township's total affordable housing obligation and compliance mechanisms demonstrating the Township's compliance with those affordable housing obligations. The full texts of the settlement agreements are available for public inspection and/or photocopying (at requestor's expense) during the hours of 8:00 a.m. to 4:30 p.m., Monday through Thursday, and 8:00 a.m. to 1:00 p.m., on Fridays, at the Township Clerk's Office located at the Hanover Township Municipal Building, 1000 Route 10, Whippany, New Jersey 07981.

On the date of the Hearing, the Court will conduct a Fairness Hearing to determine whether the settlement agreements are fair to low- and moderate-income households and create a realistic opportunity for satisfaction of the Township's affordable housing obligations. If the Court approves the settlement agreements, subject to appropriate conditions, if any, that may be imposed by the Court, the Court will schedule a Compliance Hearing. At the Compliance Hearing, the Township will seek a Judgment of Compliance and Repose, which will entitle the Township to protection from any Mount Laurel builder's remedy lawsuits through July 1, 2025.

Any interested person may seek to appear and be heard at the May 10, 2019 Hearing on the settlement agreements and shall have the opportunity to present any position on the settlement agreements. Objections or comments by any interested person must be filed with the Honorable Michael C. Gaus, J.S.C. at the Sussex County Judicial Center, Courtroom 203, 43-37 High Street, Newton, New Jersey, on or before April 26, 2019, with duplicate copies forwarded by mail and email to the attention of the following:

Fred Semrau, Esq.
Dorsey & Semrau, LLC
714 Main Street
P.O. Box 228
Boonton, NJ 07005
fsemrau@dorseysemrau.com

Joshua D. Bauers, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
joshbauers@fairsharehousing.org

Elizabeth K. McManus, Special Master
Kyle & McManus Associates
P.O. Box 236
45 E. Broad Street
Hopewell, NJ 08525
bmcmamus@kylemcmamus.com

Joseph H. Burgis, PP, AICP
Burgis Associates, Inc.
25 Westwood Avenue
Westwood, NJ 07675
jhb@burgis.com

John P. Inglesino, Esq.
Derek W. Orth, Esq.
Inglesino, Webster, Wyciskala & Taylor, LLC
600 Parsippany Road, Suite 204
Parsippany, NJ 07054
DOrth@iwt-law.com

Richard J. Hoff, Jr., Esquire
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033
rhoff@bisgaierhoff.com

Craig W. Alexander, Esq.

Mandelbaum Salsburg
3 Becker Farm Road, Suite 105
Roseland, NJ 07068
calexander@lawfirm.ms

This Notice is provided pursuant to directive of the Court and is intended to inform interested parties of the proposed settlement agreements and inform such parties that they are able to comment on the settlement agreements before the Court reviews and evaluates whether to approve the settlement agreements. This Notice does not indicate any view by the Court as to the fairness, reasonableness, or adequacy of the settlement agreements or whether the Court will approve the settlement agreements.

/s/ Joseph A. Giorgio

Joseph A. Giorgio, RMC
Township Administrator/Clerk
Township of Hanover

04/049/19

\$412.16

J9102380-01

AFFIDAVIT OF PUBLICATION

Publisher's Fee \$121.26 Affidavit \$35.00

State of New Jersey } SS.
Morris County

Personally appeared

M. Curis

Of the **Daily Record**, a newspaper printed in Freehold, New Jersey and published in Parsippany, in said County and State, and of general circulation in said county, who being duly sworn, deposeth and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

04/03/19 A.D 2019

Melanie C Altz
Notary Public of New Jersey

Ad Number: 0003475621



TOWNSHIP OF HANOVER

NOTICE OF FAIRNESS AND PRELIMINARY COMPLIANCE HEARING
FOR THE TOWNSHIP OF HANOVER, COUNTY OF MORRIS, REGARDING
SETTLEMENT AGREEMENTS RELATED TO THE TOWNSHIP'S OBLIGATION
TO PROVIDE AFFORDABLE HOUSING TO LOW- AND MODERATE-INCOME HOUSEHOLDS

DOCKET NO.: MRS-L-1835-15

PLEASE TAKE NOTICE that on May 10, 2019, beginning at 1:30 p.m., there will be a Fairness and Preliminary Compliance Hearing ("Hearing") before the Honorable Michael C. Gaus, J.S.C. at the Sussex County Judicial Center, Courtroom 203, 43-37 High Street, Newton, New Jersey 07860.

The Township of Hanover ("Township") has entered into settlement agreements with the following four (4) intervenors to facilitate the provision of affordable housing:

1. Fair Share Housing Center ("FSHC")
2. River Park Business Center, LLC ("River Park"), which owns Block 3801, Lot 2 and Block 4101, Lots 1 and 23, and is in the process of acquiring Block 4301, Lot 6.
3. JMF Acquisitions, LLC ("JMF"), which is the contract purchaser of Block 4001, Lots 6, 7, 9 (part), 10, 11, 12, and 14; and Block 8803, Lot 17, and which also has an interest in Block 4001, Lot 13.
4. 25-35 Airport Road, LLC and 45 Airport Road, LLC, both of which are affiliated with Allieri, LLC ("Allieri"), and which owns Block 4801, Lots 2, 17 and 19.

The purpose of the Hearing is for the Court to consider whether the terms of the settlement agreements meet the Township's obligation to provide a realistic opportunity to satisfy the Township's rehabilitation, Prior Round, and Third Round "fair share" of the regional need for affordable housing for low- and moderate-income households pursuant to the Mount Laurel decisions and their progeny, the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the substantive, applicable regulations of the New Jersey Council on Affordable Housing ("COAH"), the New Jersey Supreme Court's March 10, 2015 decision in *in re N.J.A.C. 5:96 & N.J.A.C. 5:97*, 221 N.J. 1 (2015), and other applicable laws.

The settlement agreements fully address the existing components of the Township's affordable housing obligations for the period 1987-2025, including the Township's Present Need Obligation (or rehabilitation obligation) of 26, or some lesser number to be determined, its Prior Round obligation of 356 housing units, and its Third-Round new construction obligation of 975 units. Pursuant to the settlement agreements, River Park shall provide 140 affordable family rental units plus 30 supportive/special needs bedrooms, JMF shall provide 80 affordable senior rental units, and Allieri shall provide 42 affordable family rental units. The proposed settlement agreements provide a detailed list of the Township's total affordable housing obligation and compliance mechanisms demonstrating the Township's compliance with those affordable housing obligations. The full texts of the settlement agreements are available for public inspection and/or photocopying (at requestor's expense) during the hours of 8:00 a.m. to 4:30 p.m., Monday through Thursday, and 8:00 a.m. to 1:00 p.m., on Fridays, at the Township Clerk's Office located at the Hanover Township Municipal Building, 1000 Route 10, Whippany, New Jersey 07981.

On the date of the Hearing, the Court will conduct a Fairness Hearing to determine whether the settlement agreements are fair to low- and moderate-income households and create a realistic opportunity for satisfaction of the Township's affordable housing obligations. If the Court approves the settlement agreements, subject to appropriate conditions, if any, that may be imposed by the Court, the Court will schedule a Compliance Hearing. At the Compliance Hearing, the Township will seek a Judgment of Compliance and Release, which will entitle the Township to protection from any Mount Laurel builder's remedy lawsuits through July 1, 2025.

Any interested person may seek to appear and be heard at the May 10, 2019 Hearing on the settlement agreements and shall have the opportunity to present any position on the settlement agreements. Objections or comments by any interested person must be filed with the Honorable Michael C. Gaus, J.S.C. at the Sussex County Judicial Center, Courtroom 203, 43-37 High Street, Newton, New Jersey, on or before April 26, 2019, with duplicate copies forwarded by mail and email to the attention of the following:

Fred Semrau, Esq.
Dorsey & Semrau, LLC
714 Main Street
P.O. Box 228
Boonton, NJ 07005
fsemrau@dorseysemrau.com

Joshua D. Bauers, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
joshbauers@fairsharehousing.org

Elizabeth K. McManus, Special Master
Kyle & McManus Associates
P.O. Box 238
45 E. Broad Street
Hopewell, NJ 08525
bmcmanus@kylcmcmanus.com

Joseph H. Burgis, PP, AICP
Burgis Associates, Inc.
25 Westwood Avenue
Westwood, NJ 07675
jhb@burgis.com

John P. Inglesino, Esq.
Derek W. Orth, Esq.
Inglesino, Webster, Wyciskala & Taylor, LLC
600 Parsippany Road, Suite 204
Parsippany, NJ 07054
DOrth@iwt-law.com

Richard J. Hoff, Jr., Esquire
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033
rhoff@bisgaierhoff.com

Craig W. Alexander, Esq.
Mandelbaum Safaburg
3 Becker Farm Road, Suite 105
Roseland, NJ 07068
calexander@lawfirm.ms

This Notice is provided pursuant to directive of the Court and is intended to inform interested parties of the proposed settlement agreements and inform such parties that they are able to comment on the settlement agreements before the Court reviews and evaluates whether to approve the settlement agreements. This Notice does not indicate any view by the Court as to the fairness, reasonableness, or adequacy of the settlement agreements or whether the Court will approve the settlement agreements.

/s/ Joseph A. Giorgio
Joseph A. Giorgio, FMC
Township Administrator/Clerk
Township of Hanover
(\$121.26)

0000475821-01

Affidavit from

Hanover Eagle

Madison, New Jersey

STATE OF NEW JERSEY
COUNTY OF MORRIS } ss.:

Wendy A. Sullivan, being duly sworn according to law on her oath, deposes and says that she is the accounting clerk of the HANOVER EAGLE, a public newspaper which is published in Madison, in the County of Morris, and that the notice of which the annexed is a copy, was published in said newspaper on:

4/4/2019

Wendy A. Sullivan
Wendy A. Sullivan

Sworn to and subscribed before me this

4 day of April 2019

Diane Howard
Diane Howard

Diane Howard
Notary Public
New Jersey
My Commission Expires 4/23/2019

Hanover Township

NOTICE OF FAIRNESS AND PRELIMINARY COMPLIANCE HEARING FOR THE TOWNSHIP OF HANOVER, COUNTY OF MORRIS, REGARDING SETTLEMENT AGREEMENTS RELATED TO THE TOWNSHIP'S OBLIGATION TO PROVIDE AFFORDABLE HOUSING TO LOW- AND MODERATE-INCOME HOUSEHOLDS

DOCKET NO.: MRS-L-1635-15

PLEASE TAKE NOTICE that on May 10, 2019, beginning at 1:30 p.m., there will be a Fairness and Preliminary Compliance Hearing ("Hearing") before the Honorable Michael C. Gaus, J.S.C. at the Sussex County Judicial Center, Courtroom 203, 43-37 High Street, Newton, New Jersey 07860.

The Township of Hanover ("Township") has entered into settlement agreements with the following four (4) intervenors to facilitate the provision of affordable housing:

1. Fair Share Housing Center ("FSHC")
2. River Park Business Center, LLC ("River Park"), which owns Block 3601, Lot 2 and Block 4101, Lots 1 and 23, and is in the process of acquiring Block 4301, Lot 6.
3. JMP Acquisitions, LLC ("JMP"), which is the contract purchaser of Block 4001, Lots 6, 7, 9 (part), 10, 11, 12, and 14, and Block 8803, Lot 17, and which also has an interest in Block 4001, Lot 13.
4. 25-35 Airport Road, LLC and 45 Airport Road, LLC, both of which are affiliated with Allier, LLC ("Allier"), and which owns Block 4901, Lots 2, 17 and 18.

The purpose of the Hearing is for the Court to consider whether the terms of the settlement agreements meet the Township's obligation to provide a realistic opportunity to satisfy the Township's rehabilitation, Prior Round, and Third Round "fair share" of the regional need for affordable housing for low- and moderate-income households pursuant to the Mount Laurel decisions and their progeny, the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the substantive, applicable regulations of the New Jersey Council on Affordable Housing ("COAH"), the New Jersey Supreme Court's March 10, 2015 decision in *In re N.J.A.C. 5:96 & N.J.A.C. 5:97*, 221 N.J. 1 (2015), and other applicable laws.

The settlement agreements fully address the existing components of the Township's affordable housing obligations for the period 1987-2023, including the Township's Present Need Obligation (or rehabilitation obligation) of 26, or some lesser number to be determined, its Prior Round obligation of 858 housing units, and its Third Round new construction obligation of 976 units. Pursuant to the settlement agreements, River Park shall provide 140 affordable family rental units plus 30 supportive/special needs bedrooms, JMP shall provide 60 affordable senior rental units, and Allier shall provide 42 affordable family rental units. The proposed settlement agreements provide a detailed list of the Township's total affordable housing obligation and compliance mechanisms demonstrating the Township's compliance with those affordable housing obligations. The full texts of the settlement agreements are available for public inspection and/or photocopying (at requestor's expense) during the hours of 8:00 a.m. to 4:30 p.m., Monday through Thursday, and 8:00 a.m. to 1:00 p.m., on Fridays, at the Township Clerk's Office located at the Hanover Township Municipal Building, 1000 Route 10, Whippany, New Jersey 07981.

On the date of the Hearing, the Court will conduct a Fairness Hearing to determine whether the settlement agreements are fair to low- and moderate-income households and create a realistic opportunity for satisfaction of the Township's affordable housing obligations. If the Court approves the settlement agreements, subject to appropriate conditions, if any, that may be imposed by the Court, the Court will schedule a Compliance Hearing. At the Compliance Hearing, the Township will seek a Judgment of Compliance and Repose, which will entitle the Township to protection from any Mount Laurel bidder's remedy lawsuits through July 1, 2025.

Any interested person may seek to appear and be heard at the May 10, 2019 Hearing on the settlement agreements and shall have the opportunity to present any position on the settlement agreements. Objections or comments by any interested person must be filed with the Honorable Michael C. Gaus, J.S.C. at the Sussex County Judicial Center, Courtroom 203, 43-37 High Street, Newton, New Jersey, on or before April 26, 2019, with duplicate copies forwarded by mail and email to the attention of the following:

Fred Semrau, Esq.
Dorsey & Semrau, LLC
714 Main Street
P.O. Box 229
Boonton, NJ 07005
fsemrau@dorseysemrau.com

Joshua D. Bauers, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
joshbauers@fairsharehousing.org

Elizabeth K. McManus, Special Master
Kyle & McManus Associates
P.O. Box 236
45 E. Broad Street
Hopewell, NJ 08525
bmcmamus@kylemcmanus.com

Joseph H. Burgis, PP, AICP
Burgis Associates, Inc.
25 Westwood Avenue
Westwood, NJ 07675
jhb@burgis.com

John P. Inglesino, Esq.
Derek W. Orth, Esq.
Inglesino, Webster, Wyciskala & Taylor, LLC
600 Parsippany Road, Suite 204
Parsippany, NJ 07054
DOrth@iwt-law.com

Richard J. Hoff, Jr., Esquire
Bisgafer Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033
rhoff@bisgaferhoff.com

Craig W. Alexander, Esq.
Mandelbaum Salsburg
3 Becker Farm Road, Suite 105
Roseland, NJ 07068
calexander@lawfirm.ms

This Notice is provided pursuant to directive of the Court and is intended to inform interested parties of the proposed settlement agreements and inform such parties that they are able to comment on the settlement agreements before the Court reviews and evaluates whether to approve the settlement agreements. This Notice does not indicate any view by the Court as to the fairness, reasonableness, or adequacy of the settlement agreements or whether the Court will approve the settlement agreements.

/s/ Joseph A. Giorgio
Joseph A. Giorgio, RMO
Township Administrator/Clerk
Township of Hanover
P.F. \$99.05

04/04/T1

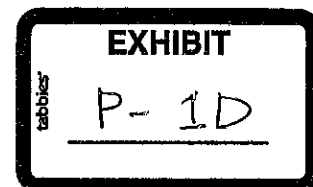


EXHIBIT D

Fred Semrau, Esq. - 0017871993
Susan C. Sharpe, Esq. - 905582012
Dorsey & Semrau, LLC
714 Main Street/P.O. Box 228
Boonton, New Jersey 07005
(973) 334-1900
Attorneys for Plaintiff/Petitioner
Township of Hanover

**IN THE MATTER OF THE
APPLICATION OF THE TOWNSHIP
OF HANOVER, a municipal corporation
of the State of New Jersey,**

Plaintiff/Petitioner

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – MORRIS COUNTY

DOCKET NO.: MRS-L-1635-15

CIVIL ACTION
(Mount Laurel)

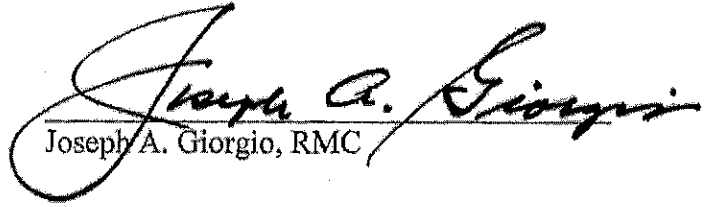
**CERTIFICATION OF
JOSEPH A. GIORGIO, RMC**

I, JOSEPH A. GIORGIO, RMC, of full age, being duly sworn according to law, upon his oath deposes and says:

1. I am the Business Administrator and Clerk for the Plaintiff/Petitioner Township of Hanover and have held those positions for almost thirty-eight years. Accordingly, I am fully familiar with the facts of the matter contained herein.

2. Copies of all settlement agreements reached in this matter have been kept on file in the Township of Hanover Clerk's office for inspection by the public since at least April 10, 2019, in accordance with the Township's published Notice of Fairness and Preliminary Compliance Hearing for the Town of Hanover, County of Morris, Regarding Settlement Agreements Related to the Township's Obligation to Provide Affordable Housing to Low- and Moderate-Income Household.

The statements made herein are true to the best of my knowledge and belief. I understand that if any of these statements are willfully false, I am subject to punishment.


Joseph A. Giorgio, RMC

Dated: May 6, 2019



EXHIBIT E



Peter J. O'Connor, Esq.
Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Raminler, Esq.
Joshua D. Bauers, Esq.

February 5, 2019

Fred Semrau, Esq.
Dorsey & Semrau, LLC
714 Main Street
P.O. Box 228
Boonton, NJ 07005

Re: In the Matter of the Application of the Township of Hanover, County
of Morris, Docket No. MRS-L-1635-15

Dear Mr. Semrau:

This letter memorializes the terms of an agreement reached between the Township of Hanover (the Township or "Hanover"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

Hanover filed the above-captioned matter on July 2, 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. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation 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 Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, 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 Third Round 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.

[789-002/00619331-]

510 Park Blvd. • Cherry Hill, New Jersey 08002 • 856-665-5444 • fax: 856-663-8182 • www.fairsharehousing.org

February 5, 2019
Page 2

3. FSHC and Hanover hereby agree that Hanover's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	26
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	356
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	975

4. 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, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Township's efforts to meet its present need include the following: The Township may conduct a structural conditions survey in accordance with the applicable rules and processes of the Council on Affordable Housing. This survey shall be submitted for review to the Special Master and FSHC at least 60 days prior to the compliance hearing in this matter. In the event the survey demonstrates that there is not a Rehabilitation obligation, and if that conclusion is accepted by the Special Master and FSHC, the Township shall have no obligation to administer a rehabilitation program. In the event that there is a rehabilitation obligation demonstrated by the survey or that the municipality does not conduct a survey and therefore accepts the 26 unit obligation, the municipality plans to meet this obligation through participation in the Morris County Housing Rehabilitation Program and through a supplemental municipally operated rehabilitation program that shall be available to rental units. Said municipal program shall meet the requirements in N.J.A.C.5:93-5.2.
6. As noted above, the Township has a Prior Round prospective need of 356 units, which is met through the following compliance mechanisms:

Plan Component	Units	FHHS	Total	Status
RCA:				
City of Orange Twp.	9	—	9	Completed
Inclusionary Development - Family:				
Hanover Hills	39	—	39	Completed
Sunrise at Hanover	32	—	32	Completed
Eden Mill Village	66	—	66	Completed
Oak Ridge at Hanover	50	—	50	Completed
Sterling Parc (rentals) — senior	44	14	58	Completed
100% Affordable - Rentals:				
Saddlebrook Court - family	15	15	30	Completed
Special Needs/Supportive Housing:				
21 Longview Dr. ARC	4	4	8	Completed
Saddlebrook Court	5	5	10	Completed
Horse Hill Rd. I ARC	6	6	12	Completed
Whippany Jewish Assoc.	4	4	8	Completed

¹ 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.

February 5, 2019

Page 3

Plan Component	Units	Bonus	Total	Status
Mountain Ave. ARC	5	5	10	Completed
Eden Lane ARC	6	6	12	Completed
Allegro School	6	6	12	Completed
Total	291	65	356	---

7. The municipality, as calculated in Exh. A, has a realistic development potential (RDP) of 550 units. That RDP will be satisfied as follows:

Plan Component	Units	Bonus	Total	Status
100% Affordable - Rentals:				
Saddlebrook Court - family	58	58	116	Completed
Inclusionary Development:				
Woodmont Knolls (rentals) - family	14	14	28	Completed
Sterling Parc (rentals) - family	8	8	16	Completed
Sterling Parc (rentals) - senior	12	4	16	Completed
Jewish Metrowest 1 (rentals) - senior	36	12	48	Completed
Silverman/Corporate Mallings (rentals) - family	20	20	40	Settlement
Airport Road (rentals) - family	42	22	64	Settlement
River Park (rentals) - family	140	--	140	Settlement
Settlement with Pine Plaza:				
JMF AFFORDABLE (rentals) - senior	60	--	60	Settlement
Special Needs/Supportive Housing:				
Rose	12	--	12	Completed
Horse Hill Rd. II ARC	6	--	6	Completed
River Park Supportive Housing	4	--	4	Settlement
Total	412	138	550	---

8. The RDP of 550, subtracted from the Third Round obligation of 975 units, results in an unmet need of 425 units, which shall be addressed through the following mechanisms:

	Units	Status
Inclusionary Development:		
Whippany Village - family	9	Proposed
Special Needs/Supportive Housing:		
Our Lady of Mercy	6	Proposed
River Park Supportive Housing	26	Settlement
Assisted Living - Medicaid Waivers:		
Care One (10% assuming double occupancy)	4	Approved
Extension of Affordability Controls:		
Existing Affordable For-Sale Units - Family	137	Proposed
Accessory Apartment Program:		
Accessory Apartments (rentals) - family	10	Proposed
Overlay Zoning:	100 (approximately)	
Block 8503 Lots 3,4, and 7		Proposed
Block 8305 Lots 6, 7.01, and 8		
Township-Wide Mandatory Set-Aside Ordinance	TBD	Proposed

9. The Township shall adopt overlay zoning in the following areas as further described in Exhibits B1 and B2:

February 5, 2019
Page 4

- a. Block 8503, Lots 3, 4 and 7 – this 30.44 acre property is currently developed with an auto parts junkyard and other non-residential uses. The Township agrees to provide overlay zoning on this property permitting age-restricted residential at 11 du/a with a 20% set-aside.
 - b. Block 8305, Lots 6, 7.01 and 8 – this 16.14 acre property is currently developed with non-residential uses. The Township agrees to provide overlay zoning on this property permitting non-age restricted residential at 11 du/a with a 20% set-aside.
10. The Township shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Township.
11. The Township will provide a realistic opportunity for the development of affordable housing on the following sites:
 - a. **Whippany Village** (B 7402 L 2.01 & 2.02, B 7501 L 1.01 & 10) – The Township has rezoned this 8.83-acre property located in the WC Zone to permit mixed-use development including commercial and residential development. The site is zoned to permit up to 48 family units with a set-aside of 9 affordable housing units.
 - b. **Silverman/Corporate Mailings ("Silverman")** (B 4204 L 1) – Silverman is the owner of this 11.80 acre property located at 26 Parsippany Road. On or about January 17, 2019, the Township's Zoning Board of Adjustment approved the "D" variance component of Silverman's bifurcated use variance application. Silverman intends to complete its application for final site plan approval permitting a 129-unit multifamily residential project with related accessory uses. This project will require a 15% affordable housing set-aside of 20 affordable units. In the event that the Township's Zoning Board of Adjustment does not grant Silverman final site approval by June 1, 2019, the Township agrees to adopt a zoning ordinance amendment to permit Silverman's project no later than July 15, 2019. Said zoning ordinance amendment, if required, shall permit and conform to the bulk requirements and concept plan, both of which are attached hereto as Exhibit "C1 and C2"
 - c. **Airport Road** (B 4901 L 2, 17, and 19) – The Township has entered into an agreement with 25-35 Airport Road, LLC and 45 Airport Road, LLC (collectively "Affler") the owner of this approximately 25-acre property located on Airport Road to residential development permitting up to 11 du/a in a family rental development. This agreement requires a 15% affordable housing set-aside of 42 affordable housing units.
 - d. **JMF/ Pine Plaza** (B 4001 L 11, 12 & 14, B 8803 L 17) – The Township has entered into a Memorandum of Understanding with JMF Acquisitions, LLC ("JMF"), the contract purchaser of this 19.48-acre property located on Route 10, for a mixed use development. This agreement permits residential development up to 130 market rate townhomes and 60 affordable senior housing units, representing a 32% set-aside. It is anticipated that the property whereon the senior housing units will be built (Lot 14) will be developed pursuant to a Redevelopment Plan. The

February 5, 2019
Page 5

Township agrees to undertake and complete an area in need of redevelopment study within 90 days of the court's approval of this agreement. The Township further agrees that if determined to be an area in need of redevelopment, the Township will adopt a Redevelopment Plan that includes a provision requiring at least 60 affordable housing units to be constructed on this site within 90 days of that designation. If the site is not designated as an area in need of redevelopment within 90 days of the court's approval, then the Township agrees to rezone the site to create a realistic opportunity for 60 affordable housing units within 90 days.

- e. **River Park (B 3801 L 2, B 4101 L 1 & 23)** – The Township has entered into an agreement with River Business Park which is the owner of this approximately 88-acre tract permitting a mixed use development. The agreement permits family rental residential development of up to 967 units which includes a set-aside of 140 units. In addition, the agreement between the Township and River Business Park permits the construction of an additional 30 bedrooms of affordable supportive/special needs housing in a separate building. The agreement also requires that all of the family affordable housing units constructed will be (50%) two and (50%) three bedroom units. Thus, none of the family affordable housing units will be one bedroom units. It is noted that approximately 28 acres of the 88-acre tract will not be developed in the Third Round but may instead be reserved for future uses, including but not limited to, a multi-family inclusionary development and/or commercial development, as may be agreed upon by the Township and River Business Park.

12. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

- a. **Our Lady of Mercy** – The Township proposes a 6 unit supportive housing group home at the Our Lady of Mercy property.
- b. **Accessory Apartments** – The Township propose a ten unit accessory apartment program.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township will describe further in its fair share plan how it meets this obligation as to the Our Lady of Mercy group home and Accessory Apartment program.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township will describe further in its fair share plan how it meets this obligation as to the Our Lady of Mercy group home and Accessory Apartment program.

February 5, 2019
Page 6

13. The Township is entitled to credit for 137 extensions of affordability controls on existing affordable housing units located within the Manover Hills, Sunrise, and Eden Lane developments constructed during the Prior Round. By Resolution No.: 132A-18, a copy of which is attached hereto as Exhibit D the Township previously suspended the repayment option on certain affordable housing units in the Township in accordance with N.J.A.C. 5:80-26.25(a). The Township, during the compliance phase of this litigation, agrees to work with FSHC and the Special Master to ensure that the units for which it seeks credit through extensions of controls are in a habitable condition in accordance with N.J.A.C. 5:97-6.14; agrees to retain ongoing affordability of the units in accordance with UHAC; and agrees to record such extensions in the land records of Morris County in accordance with N.J.A.C. 5:80-26.25.
14. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:

Affordable Units Approved or Created After 7/1/08	# of Units
Woodmont Knolls	14
Saddlebrook Court	78
Whippany Jewish Group Home	4
Rose House Group Home	12
Allegro School Group Home	6
Horse Hill Rd II Group Home	6
Silverman	20
Airport Road	42
River Park	140
JMF	60
River Park Supportive Housing (toward RDP)	4
Total	386
Minimum VLI Units Required (13% of Total)	50
Minimum VLI Family Units Required (50% of Total VLI)	25

VLI Units Proposed	# of Units
Woodmont Knolls -- family VLI	2
Saddlebrook Court -- family VLI	11
Saddlebrook Court -- special needs VLI	5

February 5, 2019
Page 7

Whippany Jewish Group Home -- special needs VLI	4
Allegro School Group Home -- special needs VLI	6
Horse Hill Rd II Group Home -- special needs VLI	6
Silverman -- family VLI	3
Airport Road -- family VLI	6
River Park -- family VLI	19
JMF -- senior VLI	8
River Park Supportive Housing (toward RDP) -- special needs VLI	4
Total VLI	74
Total Family VLI	41

15. The Township shall meet its Third Round RDP and Unmet Need in accordance with the following standards as agreed to by the Parties and reflected in the tables in paragraph 7 and 8 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 RDP and Unmet 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 RDP and Unmet 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 RDP and Unmet 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.

16. 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), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Morris County Chapter of the NAACP, Newark NAACP, East Orange NAACP, Housing Partnership for Morris County, Community Access Unlimited, Inc., Northwest New Jersey Community Action Program, Inc. (NORWESCAP), Homeless Solutions of Morristown, and the Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing 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.

17. 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

February 5, 2019
Page 8

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. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached hereto as Exhibit E are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
- d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

18. 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.

19. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the

February 5, 2019
Page 9

zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

20. The parties agree that if a decision of a court of competent jurisdiction in Morris 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 twenty (20%) 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 this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted 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. 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.
21. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning 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, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in 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 Fair Share Housing Center 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.
22. 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 Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

February 5, 2019
Page 10

23. 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 Fair Share Housing Center, a status report as to its implementation of the 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 Fair Share Housing Center, 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 Fair Share Housing Center, 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.
24. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
25. 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), aff'd 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. FSHC agrees to support this Agreement at the fairness hearing. In the event 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 this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
26. The Township agrees to pay FSHC's attorneys fees and costs in the amount of \$40,000.00 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
27. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the 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

February 5, 2019
Page 11

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.

28. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Morris County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
29. 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.
30. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
31. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
32. 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.
33. 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.
34. 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.
35. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits 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 both Parties.
36. 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.
37. 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.

February 5, 2019
Page 12

38. 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.

39. 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 FSHC: Adam M. Gordon, Esq.
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: Fred Semrau, Esq.
Dorsey & Semrau, LLC
714 Main Street
P.O. Box 228
Boonton, NJ 07005
Telecopier: (973) 334-1900
Email: fsemrau@dorseysemrau.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Joseph A. Giorgio
1000 Route 10
P.O. Box 250
Whippany, NJ 07981
Phone: (973) 428-2467
Email: JGiorgio@hanovertownship.com

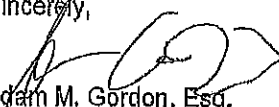
TO SILVERMAN: Blake Silverman, President
The Silverman Group
195 Morristown Road
Basking Ridge, NJ 07920

WITH A COPY TO: John P. Inglesino, Esq.
Inglesino, Webster, Wyciskala & Taylor, LLC
600 Parsippany Road, Suite 204
Parsippany, NJ 07054

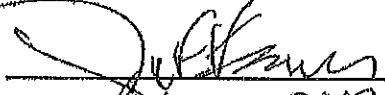
Please sign below if these terms are acceptable.

February 5, 2019
Page 13

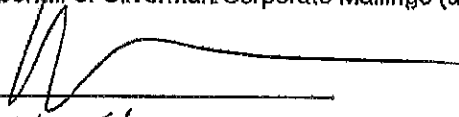
Sincerely,


Adam M. Gordon, Esq.
Counsel for Intervenor/Defendant
Fair Share Housing Center

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

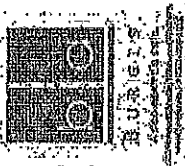

Dated: Feb 13, 2019

On behalf of Silverman/Corporate Mailings (aka 26 Parsippany Road, LLC):


Blaise Silverman
Dated: 3/7/19

February 5, 2019
Page 14

EXHIBIT A: VACANT LAND ADJUSTMENT



HANOVER
VACANT LAND ANALYSIS
JANUARY 29, 2015
FOR PSHC SETTLEMENT

BA# 3071.01

18	805	6	19C	FOREST WAY REAR	HANOVER TOWNSHIP	18.86	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	—	0
19	811	17	15C	36 MCNAS AVE	HANOVER TOWNSHIP	0.78	Does not qualify. Vacant single-family lot in single-family neighborhood.	R-25	N	0.00	—	0
20	701	9	1	25 SADDLE RD	GREATER MORRISTOWN YMCA INC	3.04	Does not qualify. Developed or under construction for YMCA facility.	I	N	0.00	—	0
21	701	901	1	25 SADDLE RD	SOUTHEAST MORRIS CITY MUN UTIL AUTH	2.50	Does not qualify. Public utility (no development potential).	I	N	0.00	—	0
22	801	4	15C	81 SUMMIT AVE	HANOVER TOWNSHIP	0.37	Does not qualify. Dedicated open space (on ROS).	R-10	N	0.00	—	0
23	801	5	15C	BETWEEN NO & SO BELA	HANOVER TOWNSHIP	3.44	Does not qualify. Dedicated open space (on ROS).	R-10	N	0.00	—	0
24	805	1	15C	81 NO BELAIR AVE	HANOVER TOWNSHIP	0.21	Does not qualify. Lot too small to qualify.	R-10	N	0.00	—	0
25	809	4	15C	91 NO BELAIR AVE	HANOVER TOWNSHIP	0.29	Does not qualify. Lot too small to qualify.	R-10	N	0.00	—	0
26	803	8	1	107 NO BELAIR AVE	PERILLO, THOMAS H/TRACEY	0.05	Does not qualify. Lot too small to qualify. Easement.	R-15	N	0.00	—	0
27	805	16	15C	70 COUNTRYWOOD DR	HANOVER TOWNSHIP	5.15	Does not qualify. Dedicated open space (on ROS).	R-25	N	0.00	—	0
28	805	17	1	76 COUNTRYWOOD DR	SOUTHEAST MORRIS CITY MUN UTIL AUTH	0.24	Does not qualify. Public utility (no development potential).	PU	N	0.00	—	0
29	803	18	15C	OFF POPLAR DR	HANOVER TOWNSHIP	8.39	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	—	0
30	901	5	1	19 QUENISKY RD	PONTIERO, ROSANNA	0.95	Does not qualify. Env. Constraints wetlands. Only 0.25 acre of upland area (too small to qualify).	R-25	N	0.00	—	0
31	908	9	15A	25 MOUNTVIEW RD	HANOVER TWP BOARD OF EDUCATION	0.22	Does not qualify. Lot too small to qualify.	R-15	N	0.00	—	0
32	903	11	15C	20 OAKVIEW RD	HANOVER TOWNSHIP	0.17	Does not qualify. Lot too small to qualify.	R-25	N	0.00	—	0
33	904	22	1	281 MALAPARDIS RD	OWNER UNKNOWN SC/O HANOVER TWP	0.18	Does not qualify. Lot too small to qualify. Easement.	R-15	N	0.00	—	0
34	905	14	15A	101 MOUNTAIN AVE	HANOVER TWP BOARD OF EDUCATION	0.20	Does not qualify. Lot too small to qualify. Easement.	R-15	N	0.00	—	0

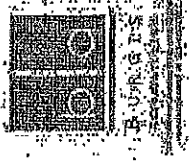
BMS-307.01

HANOVER
VACANT LAND ANALYSIS
JANUARY 29, 2019
FOR FSHO SETTLEMENT

35	905	15	15A	MOUNTAIN AVE	HANOVER TWP BOARD OF EDUCATION	0.28	Does not qualify. Lot too small to qualify.	PU	N	0.00	—	0
36	906	11.02	2	55 GRAND AVE	ABRAHAMSEN, KENNETH G	0.24	Does not qualify. Lot too small to qualify. Side yard to and common ownership with § 938, L 11.01.	R-10	N	0.00	—	0
37	1002	9	15C	81 CROSS RD	HANOVER TOWNSHIP	5.24	Does not qualify. Dedicated open space (on R-10).	PU	N	0.00	—	0
38	1002	10	15C	ROUTE 10	STATE OF NJ DOT	9.17	Does not qualify. All but 0.24 acres constrained by floodplain and wetlands, which upland area serves as buffer to NJ Route 10 on/off ramps (no development potential).	PU	N	0.00	—	0
39	1101	1	1	1375 ROUTE 10	PETRO CONSULTING	1.27	Does not qualify. April 2008 letter from COAH states site is not suitable for any type of residential development due to lack of utilities serving the property, the location of the property as well as its contaminated condition.	HP	N	0.00	—	0
40	1101	5	1	1303 ROUTE 10	RIDGE ROCK HOLDINGS LLC	0.84	Does not qualify. Env. constraints 100 yr. floodplain. Only 0.29 acres remain of upland area (too small to qualify).	HP	N	0.00	—	0
41	1102	5	1	9 RIDGEDALE AVE	SOUTHEAST MORRIS CITY MUNI UTIL AUTH	1.52	Does not qualify. Public utility (no development potential).	HP	N	0.00	—	0
42	1201	2	15C	74 PLEASANT AVE	HANOVER TOWNSHIP	0.17	Does not qualify. Dedicated open space (on R-10).	PU	N	0.00	—	0
43	1201	7	15C	WALLPARKS PARK	HANOVER TOWNSHIP	20.15	Does not qualify. Dedicated open space (on R-10).	PU	N	0.00	—	0
44	1305	12.02	1	43 MOUNTAIN AVE	DE CARO, ANTHONY P JRW/LOUSE	0.30	Does not qualify. Lot too small to qualify, even when combined with adjacent Lot 12.02 (same ownership).	R-10	N	0.00	—	0
45	1305	12.02	1	45 MOUNTAIN AVE	DE CARO, ANTHONY P JRW/LOUSE	0.30	Does not qualify. Lot too small to qualify, even when combined with adjacent Lot 12.01 (same ownership).	R-10	N	0.00	—	0
46	1307	17.01	1	228 OAK BLVD	CLEMENS, KATHLEEN	0.12	Does not qualify. Lot too small to qualify, even when combined with adjacent Lot 17.02 (same ownership).	R-10	N	0.00	—	0
47	1307	17.02	1	35 OAK BLVD	CLEMENS, KATHLEEN	0.24	Does not qualify. Lot too small to qualify, even when combined with adjacent Lot 17.01 (same ownership).	R-10	N	0.00	—	0
48	1501	17.02	1	5 HORSESHOE RD	PIELION, SUE	0.07	Does not qualify. Lot too small to qualify.	R-15	N	0.00	—	0
49	1502	21	1	RIDGEDALE AVE	HANOVER HILLS C/O CASE INC	12.55	Does not qualify. Developed with Hanover Hills multi- family development (local is common area).	R-M	N	0.00	—	0
50	1501	2	1	170 HANOVER AVE	BLANCHARD SECURITIES CO LLC	1.84	Does not qualify. Retail development under construction.	I-B3	N	0.00	—	0

BANK 3074.01

HANOVER
VACANT LAND ANALYSIS
JANUARY 29 2019
FOR TRHC SETTLEMENT

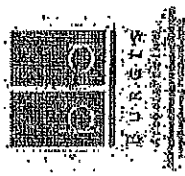


51	1601	3	1	91-39 HORSEHILL RD	FREDERICK HOLDING CO LLC	1.73	Does not qualify. Retail development under construction.	I-B3	N	0.00	-	0
52	1702	32.05	1	102 E HANOVER AVE	HANOVER RIDGEDALE LLC	1.54	Does not qualify. Retail development under construction.	I-B3	N	0.00	-	0
53	1801	2	1	88 HANOVER AVE	OSTER HANOVER LAND LLC	0.37	Does not qualify. Lot too small to qualify.	I-B3	N	0.00	-	0
54	1901	10	15C	23 ACADEMY DR EAST	ILLSTATE DEPT. OF TRANSPORTATION	0.19	Does not qualify. Lot too small to qualify.	R-15	N	0.00	-	0
55	1902	6	15C	ROUTE 24	COUNTY OF MORRIS	30.87	Does not qualify. Contains the Morris County Community Garden. Deed restricted for use as park lands.	PJ	N	0.00	-	0
56	2007	3	1	350 WHIPPANY RD	RICHARDS FARMS STAND LLC	1.20	Does not qualify. Not vacant. Owned and used in common with adjacent Lot 2. Contains contractor yard, storage facilities.	R-25	N	0.00	-	0
57	2007	4	1	352 WHIPPANY RD	VAN BOSSUYT, E C/O R. VANBOSSUYT	0.05	Does not qualify. Lot too small to qualify.	R-25	N	0.00	-	0
58	2102	7	15C	171 RIDGEDALE AVE	TOWNSHIP OF HANOVER	4.07	Does not qualify. Dedicated open space (on ROS).	I-5	N	0.00	-	0
59	2103	3	1	OFF TOWNSEND AVE	HIGGINSON, WIM B C/O J CARROLL	1.72	Does not qualify. Not vacant. Used in common with adjacent Block 2104 Lot 6 (similar ownership). Contains outdoor storage. No access except through B 2104 L 6.	I-5	N	0.00	-	0
60	2104	3.02	1	32 TOWNSHIP AVE	MASTELLONE, MICHAEL	0.17	Does not qualify. Lot too small to qualify.	R-15	N	0.00	-	0
61	2104	9	1	2 FREDERICK PL	A.E. FREDERICK P. LLC	4.50	Does not qualify. Deed notice filed with Morris County restricting land to nonresidential use due to contamination issues.	I-5	N	0.00	-	0
62	2201	7.01	1	167 CEDAR KNOLLS RD	PETIT PASQUALE III	0.36	Does not qualify. Lot too small to qualify.	R-25	N	0.00	-	0
63	2201	9.02	1	149 CEDAR KNOLLS RD	ONE TWELVE CORP C/O D MANDELAUM	0.33	Does not qualify. Lot too small to qualify.	R-25	N	0.00	-	0
64	2201	11	15C	155 CEDAR KNOLLS RD	TOWNSHIP OF HANOVER	0.80	Does not qualify. Dedicated open space for ROS.	R-25	N	0.00	-	0
65	2201	13	15C	CEDAR KNOLLS RD, OFF	ILLSTATE DEPT. OF TRANSPORTATION	0.05	Does not qualify. Lot too small to qualify.	R-25	N	0.00	-	0
66	2201	14	15C	CEDAR KNOLLS RD, OFF	ILLSTATE DEPT. OF TRANSPORTATION	0.01	Does not qualify. Lot too small to qualify.	R-25	N	0.00	-	0
67	2201	15	15C	CEDAR KNOLLS RD, OFF	ILLSTATE DEPT. OF TRANSPORTATION	0.35	Does not qualify. Lot too small to qualify.	R-25	N	0.00	-	0

HANOVER
VACANT LAND ANALYSIS
JANUARY 28 2019
FOR PSKC SETTLEMENT

BA# 307.01

68	2301	7	15A	147 RIDGEDALE AVE	HANOVER TWP BOARD OF EDUCATION	7.35	Does not qualify. Env. Constraints wetlands. 1.61 acres of upland area remain, but developable area is inaccessible (no development potential).	PU	N	0.00	—	0
69	2301	10.01	15A	CEDAR KNOLLS RD	HANOVER TWP BOARD OF EDUCATION	4.66	Does not qualify. Developed with ballfield/recreational facilities for Allegro School on adjacent Lot 10.	PU	N	0.00	—	0
70	2302	3	15C	CEDAR KNOLLS RD	HANOVER TOWNSHIP	1.90	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	—	0
71	2302	4	15C	CEDAR KNOLLS RD, REAR	HANOVER TOWNSHIP	1.86	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	—	0
72	2401	2.03	1	BOULEVARD RD	HANOVER TOWNSHIP	0.25	Does not qualify. Lot too small to qualify.	R-10	N	0.00	—	0
73	2401	2.05	1	BOULEVARD RD	HANOVER TOWNSHIP	0.51	Does not qualify. Permits for new dwelling issued October 2017; site under construction.	R-10	N	0.00	—	0
74	2401	3.02	1	BOULEVARD RD	HANOVER TOWNSHIP	0.75	Does not qualify. Lot too small to qualify.	R-10	N	0.00	—	0
75	2402	4	15C	REAR BOULEVARD RD	HANOVER TOWNSHIP	1.33	Does not qualify. No access. Whigpaw River.	OS-RL	N	0.00	—	0
76	2402	5	15C	ROUTE 287, OFF	IN STATE DEPT. OF TRANSPORTATION	1.06	Does not qualify. Env. Constraints floodplains and waterbody. Remaining 0.35 acre too small to qualify. No access.	OS-RL	N	0.00	—	0
77	2501	5	1	1405 RIDGEDALE AVE	MINAKAS, GEORGE	0.19	Does not qualify. Lot too small to qualify.	R-10	N	0.00	—	0
78	2502	3.03	15C	25 PROSPECT PL	TOWNSHIP OF HANOVER	2.09	Does not qualify due to the availability of site-specific mapping, which shows 0.7 ac of wetlands and 0.39 ac of wetland transition buffers. Remaining developable acreage too small to qualify.	R-25	N	0.00	—	0
79	2503	7.01	1	17 ORCHARD PL	K WNEK LLC	0.30	Does not qualify. Under construction for single-family dwelling.	R-10	N	0.00	—	0
80	2503	7.02	1	19 ORCHARD PL	K WNEK LLC	0.30	Does not qualify. Under construction for single-family dwelling.	R-10	N	0.00	—	0
81	2601	14.01	1	15 BOULEVARD RD	FEDSCHUN, VICTOR/JOAN	0.81	Qualifies with upland area of adjacent Lot 14 (same ownership).	R-25	N	1.46	6	1.75
82	2601	14	1	13 BOULEVARD RD	FEDSCHUN, VICTOR/JOAN	0.79	Qualifies Env. constraints wetlands. Remaining 0.85 acres upland area, which is developable with adjacent Lot 14.01 (same ownership).	R-25	N	0.00	—	0
83	2602	1.01	1	ROUTE 237, REAR	SETTIMO & THE THREE MUSKETEERS, LLC	2.16	Does not qualify. Owned and used in common with adjacent lot & contains portion of building and parking areas. Remainder of lot constrained by wetlands.	I	N	0.00	—	0
84	2602	4	15C	EDEN LN	N.J. STATE DEPT. OF TRANSPORTATION	0.01	Does not qualify. Lot too small to qualify.	I	N	0.00	—	0



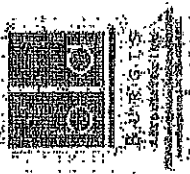
HANOVER
VACANT LAND ANALYSIS
JANUARY 25 2018
FOR PSIC SETTLEMENT

BAC-3071.01

102	3001	3	15C	1050 ROUTE 10	HANOVER TOWNSHIP	0.39	Does not qualify. Not vacant. Part of Municipal Complex with adjacent Lots 2 and 7. Contains parking areas.	PU	N	0.00	—	0
103	3001	4	15C	1063 ROUTE 10	TOWNSHIP OF HANOVER	0.45	Does not qualify. Lot too small to qualify (even when combined with adjacent Lot 5) and situated off of a busy interstate access ramp to 287 from Route 10 (unsuitable location).	R-25	N	0.00	—	0
104	3001	5	15C	1064 ROUTE 10	HANOVER TOWNSHIP	0.22	Does not qualify. Lot too small to qualify (even when combined with adjacent Lot 4) and situated off of a busy interstate access ramp to 287 from Route 10 (unsuitable location).	R-25	N	0.00	—	0
105	3002	6	1	EASTMAN ROAD, PARSEPPANY	PARSEPPANY CAMPUS C/O MACC-CALI	8.87	Does not qualify. Env constraints: wetlands and waterbody (approx. 4.01 ac constrained). Remaining area is accessible and limited by high tension power line utility easement.	PU	N	0.00	—	0
106	3002	8	1	NO JEFFERSON RD. OFF TRANS CORP. C/O M MOODY	COLUMBIA GAS	0.32	Does not qualify. Public utility (no development potential).	PU	N	0.00	—	0
107	3002	9	15C	OFF N. JEFFERSON	HANOVER TOWNSHIP	3.10	Does not qualify. Not vacant. Township-owned community garden on site. Power line easement and 0.37-acre wetland area constrain balance of site.	R-40	N	0.00	—	0
108	3101	6	1	43 MYE AVE	MARTINO, MARYANNE TRUS & DENISE TRUS	0.29	Does not qualify. Lot too small to qualify.	R-40	N	0.00	—	0
109	3101	10	1	1015 NO JEFFERSON RD	BIRCHWOOD MANOR, INC	0.27	Does not qualify. Not vacant. Owned and used in common with adjacent Lot 9 (Birchwood Manor Banquet facility). Contains gazebo and water feature.	I-P2	N	0.00	—	0
110	3101	11	1	108 NO JEFFERSON RD	BIRCHWOOD MANOR, INC	0.10	Does not qualify. Not vacant. Owned and used in common with adjacent Lot 9 (Birchwood Manor Banquet facility). Contains gazebo and water feature.	I-P2	N	0.00	—	0
111	3101	12	1	1321 NO JEFFERSON RD. M & M REALTY CO.		15.50	Does not qualify. 7.03 acres constrained by wetlands and balance of site used for adjacent Birchwood Manor Banquet facility (Lot 9). Contains driveway and parking areas.	I-P2	N	0.00	—	0
112	3101	14	1	15 EASTMAN RD	MAM VISIONS LLC	2.98	Does not qualify. Incompatible land use (not compliant) surrounded by nonresidential development including major UPS staging facility, tractor trailer/truck traffic, banquet use).	I-P2	N	0.00	—	0

BA#: 3071.D1

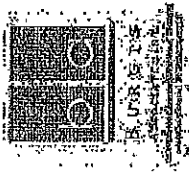
HANOVER
VACANT LAND ANALYSIS
JANUARY 28, 2018
FOR FSHO SETTLEMENT



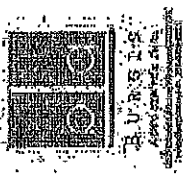
130	3801	1	48	EDEN LN	RIVER PARK BUSINESS CENTER LLC	6779	Qualifies. Intervenor site (River Park). Although approx. 13.07 ac constrained by wetlands, floodplain, non-CI stream, and waterbody, entire parcel considered developable for RDP purposes with adjoining River Park parcels (ID #s 135 & 137). Although only 967 total family rental units and 30 special needs bedrooms permitted per settlement, gross density of 20 du/ac applied for purposes of RDP calculation only.	TC	67.79	20	271.16
132	3901	21	190	999 ROUTE 10	SAINT JOHN LUTHERAN CHURCH	0.50	Does not qualify. Lot too small to qualify.	B-P	0.00	-	0
133	3901	23.01	1	REAR ROUTE 10	SKENC AMBROSE REALTY LLC	0.51	Does not qualify. Lot too small to qualify and situated along a busy highway surrounded by incompatible land uses.	B-P	0.00	-	0
134	3902	2	1	100 RTE 10	MATLAGA, ANNI	0.24	Does not qualify. Lot too small to qualify.	B-P	0.00	-	0
135	4101	1	1	47 PARSIPPANY RD	RIVER PARK BUSINESS CENTER, LLC	3.43	Qualifies. Intervenor site (River Park). Although approx. 0.99 ac constrained by wetlands and floodplain, entire parcel considered developable for RDP purposes with adjoining River Park parcels (ID #s 130 & 137). Although only 967 total family rental units and 30 special needs bedrooms permitted per settlement, gross density of 20 du/ac applied for purposes of RDP calculation only.	TC	3.43	20	13.72
136	4101	18	1	OFF MT PLEASANT AVE	SCHIEFER REALTY	0.71	Does not qualify. No access.	R-L5	0.00	-	0
137	4101	25	1	31-49 LEGION PL	RIVER PARK BUSINESS CENTER, LLC	4.75	Qualifies. Intervenor site (River Park). Although 1.12 ac constrained by steep slopes, entire parcel considered developable for RDP purposes with adjoining River Park parcels (ID #s 130 & 135). Although only 967 total family rental units and 30 special needs bedrooms permitted per settlement, gross density of 20 du/ac applied for purposes of RDP calculation only.	TC	4.75	20	19
138	4202	3	1	9 MT PLEASANT AVE	PINKUS, SLC/O CORPORATE COMM.	0.30	Does not qualify. Entirely constrained by floodplain and stream.	B	0.00	-	0

BAG: 3071.01

HANOVER:
VACANT LAND ANALYSIS
JANUARY 29, 2019
FOR PSHC SETTLEMENT



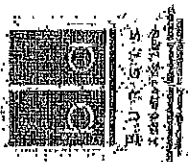
Qualifies Intervenor site (Waterway/Corporate)									
139	4204	1	4B	26 PARSPANNY RD	26 PARSPANNY ROAD LLC	11.91	BP-2	11.91	46.49%
140	4204	11	1	8 WHIPPANY RD	DOUGLAS PROPERTIES NINE WHIPPANY RD	1.38	BP-2	0.00	0
141	4301	2	1	WHIPPANY RD	OAK RIDGE @ HANOVER/TAYLOR MGMT CO	17.30	R-14	0.00	0
142	4301	6	15F	36 PARSPANNY RD	COUNTY OF MORESS PARK COMMISSION	6.38	PU	0.00	0
143	4402	17	15C	53-55 EDEN LN	TOWNSHIP OF HANOVER	11.42	PU	0.00	0
144	4402	49	15C	EDEN LN	HANOVER TOWNSHIP	0.59	PU	0.00	0
145	4501	32.02	1	300 WHIPPANY RD	ZERIS BROTHERS INC.	0.43	R-15	0.00	0
146	4601	32.01	1	302 WHIPPANY RD	ZERIS BROTHERS INC.	0.46	R-15	0.87	1.04
147	4701	29	1	325 WHIPPANY RD	PLEET HANOVER LLC	6.04	R-10A	0.00	0
148	4801	2	4A	REAR PARK AVE	45 AIRPORT ROAD LLC	16.47	F-P	16.47	
149	4901	17	4A	25 AIRPORT RD	25-35 AIRPORT ROAD LLC	4.78	F-P	4.78	84.55%



HANOVER
VACANT LAND ANALYSIS
JANUARY 29 2019
FOR FSHC SETTLEMENT

9A46 3071.01

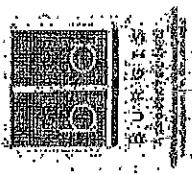
160	590L	1	1	507 ROUTE 10	COLUMBIA UNIV & ATTN ACCOUNTS SAVAS	0.49	Does not qualify. Entirely constrained by floodplain and stream.	B	N	0.00	--	0
161	590L	2	25C	481 ROUTE 10	ALL STATE DEPT. OF TRANSPORTATION	0.24	Does not qualify. Entirely constrained by floodplain and stream.	B	N	0.00	--	0
162	590L	3	25C	489 ROUTE 10	HANOVER TOWNSHIP	0.30	Does not qualify. Dedicated open space (on ROSN).	B	N	0.00	--	0
163	590L	8	1	REAR ROUTE 10	CASTELLANA, ANTHONY & PHYLIS	0.58	Does not qualify. Env. Constraints: floodplain and stream. Only 0.27 ac of upland area (too small to qualify).	B	N	0.00	--	0
164	590L	13	1	347 ROUTE 10	SPADA, JAMES & JULIE & SCALZO, CLARE	0.51	Does not qualify. Lot too small to qualify.	B	N	0.00	--	0
165	590L	15	15C	325 ROUTE 10	HANOVER TOWNSHIP	2.02	Does not qualify. Not vacant. Contains Whippary Burying Yrd. Listed on National Register of Historic Sites.	B	N	0.00	--	0
166	590L	22	1	REAR ROUTE 10	DOUGLAS PROPERTIES NINE WHIPPARY RD	0.96	Does not qualify. Preserved by NJ Natural Land Trust.	09-RL3	N	0.00	--	0
167	590L	23	15C	REAR ROUTE 10	TOWNSHIP OF HANOVER	0.22	Does not qualify. Lot too small to qualify.	1-B	N	0.00	--	0
168	600L	20L	15C	35-BID 265 ROUTE 10	HANOVER TOWNSHIP	0.40	Does not qualify. Lot too small to qualify. Not in Sewer Service Area.	1-B	N	0.00	--	0
169	6202	1	15F	REAR ROUTE 10	NJ NATURAL LANDS TRUST	145.71	Does not qualify. Preserved by NJ Natural Land Trust.	A	N	0.00	--	0
170	6202	1.0L	15C	BLACK BROOK MEADOWS	DM AIRPORTS, LTD	6.88	Does not qualify. Entirely constrained by floodplain and wetlands.	A	N	0.00	--	0
171	6202	1.02	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	5.95	Does not qualify. Entirely constrained by floodplain and wetlands.	A	N	0.00	--	0
172	6202	2	15C	BLACK BROOK MEADOWS	TOWNSHIP OF HANOVER	18.10	Does not qualify. Dedicated open space (on ROSN).	PU	N	0.00	--	0
173	630L	1	1	BLACK BROOK MEADOWS	DM AIRPORTS, LTD.	43.59	Does not qualify. Entirely constrained by floodplain and wetlands.	PU	N	0.00	--	0
174	630L	1.01	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	3.95	Does not qualify. Entirely constrained by floodplain and wetlands.	A	N	0.00	--	0
175	630L	4	1	BLACK BROOK MEADOWS	DM AIRPORTS, LTD.	10.39	Does not qualify. Entirely constrained by floodplain and wetlands.	PU	N	0.00	--	0
176	630L	5	1	BLACK BROOK MEADOWS	DM AIRPORTS, LTD.	11.67	Does not qualify. Entirely constrained by floodplain and wetlands.	A	N	0.00	--	0
177	630L	7	15C	BLACK BROOK MEADOWS	TOWN OF MORRISTOWN	4.87	Does not qualify. Entirely constrained by floodplain and wetlands.	A	N	0.00	--	0



HANOVER
VACANT LAND ANALYSIS
JANUARY 28 2019
FOR FSTC SETTLEMENT

BAR-3071.01

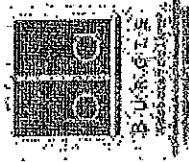
178	6301	8	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	538	Does not qualify. Entirely constrained by floodplain and wetlands.	A	N	0.00	—	0
179	6301	9	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	275	Does not qualify. Entirely constrained by floodplain and wetlands.	A	N	0.00	—	0
180	6301	10	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	7.08	Does not qualify. Majority (6.52 ac) constrained by floodplain and wetlands, with balance containing airport runway.	A	N	0.00	—	0
181	6301	11	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	30.70	Does not qualify. Majority (24.81 ac) constrained by floodplain and wetlands, with balance containing airport runway.	A	N	0.00	—	0
182	6301	13	15C	138 WILPANY RD	HANOVER TOWNSHIP	11.05	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	—	0
183	6301	14	1	ALGONQUIN PKWY	MACKENZIE, WILLIAM/CHARLES	1979	Does not qualify. Entirely constrained by floodplain and wetlands.	I-5	N	0.00	—	0
184	6301	15	1	ALGONQUIN PKWY	LAYTON, JACQUELINE C.	1751	Does not qualify. Entirely constrained by floodplain and wetlands.	I-5	N	0.00	—	0
185	6301	16	15C	ALGONQUIN PKWY	TOWNSHIP OF HANOVER	13.85	Does not qualify. Dedicated open space (on ROS).	PU	N	0.00	—	0
186	6301	1601	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	7.99	Does not qualify. Majority (6.53 ac) constrained by floodplain and wetlands, with balance containing airport runway.	A	N	0.00	—	0
187	6301	17	15C	ALGONQUIN PKWY	TOWNSHIP OF HANOVER	11.78	Does not qualify. Dedicated open space (on ROS).	I-5	N	0.00	—	0
188	6301	1702	15C	BLACK BROOK MEADOWS	DM AIRPORTS LTD	1.95	Does not qualify. Entirely constrained by floodplain and wetlands.	A	N	0.00	—	0
189	6401	1	1	COLUMBIA RD	ELIAS, STEPHEN & PHELOMENA	5.16	Does not qualify. Entirely constrained by floodplain and wetlands.	I-5	N	0.00	—	0
190	6401	2	1	BLACK BROOK	DM AIRPORTS, LTD.	127.93	Does not qualify. Majority (127.34 ac) constrained by floodplain and wetlands, with balance containing airport runway.	A	N	0.00	—	0
191	6501	1	1	BLACK BROOK	DM AIRPORTS, LTD.	292.03	Does not qualify. Not vacant. Developed with Monticello Airport and associated buildings, runways, driveways, parking areas, etc.	A	N	0.00	—	0
192	6501	1.01	1	COLUMBIA RD	DM AIRPORTS, LTD.	1.88	Does not qualify. Entirely constrained by floodplain and wetlands.	I-5	N	0.00	—	0
193	6501	3	1	COLUMBIA RD	DM AIRPORTS, LTD.	0.14	Does not qualify. Entirely constrained by floodplain and wetlands.	I-5	N	0.00	—	0
194	6601	5	1	490 ROUTE 30	UNIVERSAL INVESTMENT PROPERTIES INC	0.58	Qualifies. 0.36 ac constrained by wetlands and 100 yr floodplain, but remainder qualifies with adjacent Lee (13.02 % same ownership).	I-5	N	0.52	12	0.768



HANOVER:
VACANT LAND ANALYSIS
JANUARY 23 2018
FOR PSFC SETTLEMENT

BA# 307.01

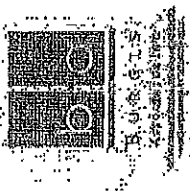
195	6601	1E 02	1	SA ROUTE 10	UNIVERSAL INVESTMENT PROPERTIES INC	3.95	Qualifies. 1.95 ac constrained by wetlands and 100 yr floodplain, but remainder qualifies with adjacent lot 5 (same owner/ship).	I-9	1.40	12	336
196	5801	5	1	130 ALGONQUIN PKWY	HARTZ M/HANOVER SQ, ATTP RESCH	1.53	Does not qualify. Incompatible land use (lot completely surrounded by nonresidential development, including sewer plant on one side and office/warehouse on other side).	I	0.00	-	0
197	7005	7	15C	BLACK BROOK DR	HANOVER TOWNSHIP	7.51	Does not qualify. Dedicated open space (on R03).	PU	0.00	-	0
198	7501	5	15C	400 ROUTE 10	HANOVER TOWNSHIP	0.10	Does not qualify. Lot too small to qualify.	B	0.00	-	0
199	7301	13	1	262 ROUTE 10	EPIC SERVICES, INC	4.50	Does not qualify. 3.12 ac constrained by 100 yr floodplain and wetlands, while balance of property approved for development of Marriott hotel (site plan approval granted April 20, 2017).	I-9	0.00	-	0
200	7501	7	1	510 ROUTE 10	PNC BANK, N.A./O NATL TAX SEARCH	0.23	Does not qualify. Lot too small to qualify.	B	0.00	-	0
202	7502	10	15A	35 HIGHLAND AVE	HANOVER TWP BOARD OF EDUCATION	5.60	Qualifies.	PU	5.60	8	856
203	7502	21	1	REAR ROUTE 10	D'AURIA/ANTHONY	0.79	Does not qualify. Env. Constrains wetlands and floodplain. Only 0.08 ac of upland area (too small to qualify).	B	0.00	-	0
204	7502	23	1	REAR 494 RTE 10 BR	MCRIESTOWN & ERIE BR	1.11	Does not qualify. Env. Constrains steep slopes. Although 0.79 ac are unconstrained, developable area is too narrow/inadequate lot geometry for development. Buffer to railroad.	PU	0.00	-	0
205	7503	2	15C	ROUTE 10, OFF	NL STATE DEPT. OF TRANSPORTATION	0.09	Does not qualify. Lot too small to qualify.	B	0.00	-	0
206	7601	43.02	1	30 HIGHLAND AVE	COHEN, EPHRAIM & MARYANN	2.52	Qualifies. Approx 0.11 ac constrained by wetlands.	R-15	2.41	8	3,856
207	7702	6	1	10 BAIRD PL	SOUTHEAST MORRIS CITY/MAIN UTIL AUTH	1.71	Does not qualify. Public utility (no development potential).	R-25	0.00	-	0
208	7702	10.02	1	99 LOUIS ST	VANOTTA, ARLENE ZAGORSKY	0.48	Does not qualify. Lot too small to qualify.	R-15	0.00	-	0
209	7702	16	15A	100 REYNOLDS AVE	HANOVER TWP BOARD OF EDUCATION	1.52	Does not qualify. Constrained by utility lines. Inadequate lot geometry.	PU	0.00	-	0
210	7702	31	1	100 LOUIS ST	LOUIS STREET ASSOCIATES	0.30	Does not qualify. Lot too small to qualify.	R-15	0.00	-	0



HANOVER
VACANT LAND ANALYSIS
JANUARY 26, 2018
FOR PSN2 SETTLEMENT

BA# 307101

224	820B	1	1	262 PARSEPPANY RD	BT NEWMO LLC C/O UNITED PARCEL SERV	0.64 Does not qualify. Lot too small to qualify.	R-40	N	0.00	—	0
225	835S	2	5B	180 PARSEPPANY RD	BAIRD, ARTHUR M	8.81 Qualifies. Fenced in PA1. Approx. 1.37 ac area constrained by power line easement.	R-40		7.44	10	14.88
226	850S	8	1	REAR REYNOLDS AVE	TOMPKINS, KENNETH G	3.99 Does not qualify. No access.	R-40	N	0.00	—	0
227	840L	3	15C	151 REYNOLDS AVE	TOWNSHIP OF HANOVER	3.38 Does not qualify. Dedicated open space (on ROS).	R-40	N	0.00	—	0
228	840L	4	15C	127 REYNOLDS AVE	TOWNSHIP OF HANOVER	1.51 Does not qualify. Dedicated open space (on ROS).	R-40	N	0.00	—	0
229	840L	10	1	199 REYNOLDS AVE	COLUMBIA GAS TRANSFER C/O M MOODY	1.15 Does not qualify. Public utility (no development potential).	PU	N	0.00	—	0
230	850Z	19	1	14-18 WASHINGTON AVE	MC BRIDE, KATHLEEN	0.46 Does not qualify. Lot too small to qualify.	R-15	N	0.00	—	0
231	850B	2	15C	OFF PARSEPPANY RD	HANOVER TOWNSHIP	0.40 Does not qualify. Constrained by utility lines.	PU	N	0.00	—	0
232	860L	7.0L		74 KEARNEY AVE	74 KEARNEY AVE	0.50 Does not qualify. Vacant single-family lot in single-family neighborhood.	R-15	N	0.00	—	0
233	860L	7.0Z	1	75 KEARNEY AVE	LONGO, PASQUALE, MARRIED	0.57 Does not qualify. Vacant single-family lot in single-family neighborhood.	PU	N	0.00	—	0
234	860L	10	15C	REAR REYNOLDS AVE	HANOVER TOWNSHIP	0.75 Does not qualify. No access.	PU	N	0.00	—	0
235	870Z	38.0B	1	81 REYNOLDS AVE	ROBERTO ENTERPRISES INC	0.36 Does not qualify. Lot too small to qualify.	R-15	N	0.00	—	0
236	870Z	49.0L	1	1 REYNOLDS AVE	HANOVER DEVELOPMENT GROUP LLC	0.32 Does not qualify. Under construction for single-family dwelling.	R-15	N	0.00	—	0
237	870Z	49.0Z	1	84 PARSEPPANY RD	84 PARSEPPANY RD	0.47 Does not qualify. Under construction for single-family dwelling.	R-15	N	0.00	—	0
238	880B	6.0L	1	691 ROUTE 10	PADKOWSKY & PADKOWSKY, INC.	1.11 Does not qualify. Env. Constraints. Floodplain and steep slopes.	B-1	N	0.00	—	0
239	880B	16	15C	775 ROUTE 10	N.J. STATE DEPT OF TRANSPORTATION	0.25 Does not qualify. Lot too small to qualify.	R-15	N	0.00	—	0
240	880B	17	1	92 MT PLEASANT AVE	PINE PLAZA ASSOCIATES LLC	0.35 Qualifies. Lot too small to qualify on its own, but proposed to be redeveloped with adjoining parcels (0.35 #s 267, 268 & 269) to include 100 industrial transferable units (over Pine Plaza).	R-15		0.36	Per Proposal (150 units)	See ID #s 267-269



HANOVER:
VACANT LAND ANALYSIS
JANUARY 29, 2019
FOR PSHC SETTLEMENT

B44-3071.01

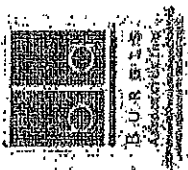
241	8901	5	1	135 PARSHIPPANY RD	HOWELL BARBARA THOMPSON	0.27	Does not qualify. Lot too small to qualify.	R-25	N	0.00	—	0
242	8901	17	1	174 ROUTE 10	OUTDOOR SYSTEMS INC	0.07	Does not qualify. Lot too small to qualify.	R-25	N	0.00	—	0
243	9001	1	1	100 MC JEFFERSON RD	THE GRANDE AT HANOVER SENTINELA MGMT	20.73	Does not qualify. Developed with the Grande at Hanover multi-family development (Grand is common area).	RM-2	N	0.00	—	0



HANOVER
VACANT LAND ANALYSIS
JANUARY 29 2018
FOR FISCAL SETTLEMENT

BA# 3071.01

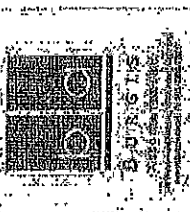
244	9002	1.03	1	12 NORTH JEFFERSON RD	HANOVER RENAISSANCE, LLC	59.77	Does not qualify. Contains recreation fields (Veterans Park), Conservation easement and deed restrictions exist for entire property. Contaminated fill cap areas.	PU	N	0.00	—	0
245	9001	4	15C	1940 ROUTE 10	TOWNSHIP OF HANOVER	0.28	Does not qualify. Lot too small to qualify.	I	N	0.00	—	0
246	9001	17	1	SUNRISE DR	SUNRISE AT HANOVER C/O INTEGRA MAGN	14.58	Does not qualify. Developed with Sunrise at Hanover multi-family development (parcel is common area).	R-34	N	0.00	—	0
247	9201	3	1	19 LILLIAN PL	MARINO, ANNA F	0.13	Does not qualify. Lot too small to qualify.	R-40	N	0.00	—	0
248	9201	9	1	78 NO JEFFERSON RD	BARCELLONA, GAETANO	1.08	Does not qualify due to the availability of site-specific mapping for adjacent parcel which shows wetlands on site. Remaining developable acreage too small to qualify.	R-40	N	0.00	—	0
249	9202	4	1	165 PARSHIPPAN RD	BRUNER, FRED C	0.28	Does not qualify. Lot too small to qualify.	R-40	N	0.00	—	0
250	9202	5	2	10 WOODLAND AVE	GRAYES, WILLIAM & ALICE	0.75	Does not qualify. 0.51 ac constrained by utility lines. Remainder too small to qualify.	R-40	N	0.00	—	0
251	9202	6	1	24 WOODLAND AVE	KP&L ATTORNEY DEPT.	0.86	Does not qualify. Public utility (no development potential).	R-40	N	0.00	—	0
252	9202	15	1	58 NO JEFFERSON RD	HANOVER RIDGE CONDOMINIUM ASSN INC	3.67	Does not qualify. Developed with Hanover Ridge residential development (parcel is common area).	R-30A	N	0.00	—	0
253	9202	16	1	14 WOODLAND AVE	UNKNOWN C/O TWP OF HANOVER	0.09	Does not qualify. Lot too small to qualify.	R-40	N	0.00	—	0
254	9304	6	1	225 PARSHIPPAN RD	WHITE BIRCH ASSOCIATES LLC	1.21	Qualifies.	R-40		1.21	6	1.45
255	9304	7.01	3B	114-124 NO JEFFERSON RD	MARINO, MARYANNE	3.38	Qualifies. Farmland in PAL.	R-40		3.38	8	5.41
256	9304	7.02	3B	DENNIS AVE	MARINO, MARYANNE	0.96	Qualifies. Farmland in PAL.	R-40		0.96	8	1.54
257	9304	7.03	3B	DENNIS AVE	MARINO, MARYANNE	0.94	Qualifies. Farmland in PAL.	R-40		0.94	8	1.50
258	9304	7.04	3B	DENNIS AVE	MARINO, MARYANNE	1.04	Qualifies. Farmland in PAL. 0.39 ac constrained by conservation easement. But remainder developable with adjacent lots 7.01-7.03 (same ownership).	R-40		0.85	8	1.04



HANOVER
VACANT LAND ANALYSIS
JANUARY 28, 2018
FOR PSNC SETTLEMENT

BA# 307LC1

259	9304	9	1	113 NO JEFFERSON RD	MARINO, MARYANNE TRUS & DENISE TRUS	0.34	Does not qualify. Lot too small to qualify.	R-40	N	0.00	-	0
260	6101	12	4A	21 ROUTE 10	DE NARO ENTERPRISES, INC.	24.61	Does not qualify. Not vacant but included in inventory due to site being an existing driving range. Site is entirely constrained by floodplain and partially constrained by wetlands.	I-8	N	0.00	-	0
261	7301	901	1	262 ROUTE 10	EPCC SERVICES, INC.	1.77	Does not qualify. Constrained by wetlands and floodplain. Remaining 117 ac of upland area too small to qualify.	I-8	N	0.00	-	0
262	7301	14	1	262 ROUTE 10	EPCC SERVICES, INC.	0.55	Does not qualify. Completely constrained.	I-8	N	0.00	-	0
263	9304	2	3B	114-124 NO JEFFERSON RD	MARINO, MARYANNE	4.53	Qualifies.	R-40		4.53	8	7.25
264	7501	10	4A	476 ROUTE 10	WHIPPANY VILLAGE LLC C/O VISION EQU	4.00	Qualifies. Not vacant but included in H2659 for inclusionary development with adjacent Whippany Village lots (ID #s 264 and 265). Although only 46 units of inclusionary development permitted per zoning, gross density of 8 du/ac applied for purposes of RDP calculation only.	WC				
265	7402	202	4A	476 ROUTE 10	WHIPPANY VILLAGE LLC C/O VISION EQU	2.10	Qualifies. Not vacant but included in H2659 for inclusionary development with adjacent Whippany Village lots (ID #s 264 and 265). Although only 46 units of inclusionary development permitted per zoning, gross density of 8 du/ac applied for purposes of RDP calculation only.	WC		7.80	8	12.48
266	7402	202	4A	410 ROUTE 10	COLE CV HANOVER TOWNSHIP NJ, LLC	1.70	Qualifies. Not vacant but included in H2659 for inclusionary development with adjacent Whippany Village lots (ID #s 264 and 265). Although only 46 units of inclusionary development permitted per zoning, gross density of 8 du/ac applied for purposes of RDP calculation only.	WC				
267	4001	11	2	855 ROUTE 10	MARINO ASSOCIATES LLC	0.36	Qualifies. Not vacant but proposed to be redeveloped with adjoining parcels (ID #s 240, 262 & 269) to include 130 inclusionary residential units (IMF/Pine Plaza).	B-10				
268	4001	12	4A	801-848 ROUTE 10	PINE PLAZA ASSOCIATES LLC	16.87	Qualifies. Not vacant but proposed to be redeveloped with adjoining parcels (ID #s 240, 262 & 269) to include 390 inclusionary residential units (IMF/Pine Plaza).	B-10		16.80	Per Proposal (150 units)	38.00



HANOVER
VACANT LAND ANALYSIS
JANUARY 23, 2018
FOR PSHC SETTLEMENT

Base: 307.101

200	400L	1A	4A	801-849 ROUTE 10	PINE PLAZA ASSOCIATES LLC	1.37	Qualifies. Not vacant, but proposed to be redeveloped with adjoining parcels (D #s 240, 267 & 268) to include 190 industrial residential units (IME/Fine Plaza).	R-15			
270	400S	2	1SD	270 WHIPPANY RD	MALANKARA ARCHDIOCESS SYRIAN CHURCH	4.23	Qualifies. Not vacant, but available for redevelopment.	R-15	4.23	8	8.77
					TOTAL AREA OF VLA PARCELS	2035.16			181	TOTAL RDP	550

February 5, 2019
Page 15

EXHIBIT B: OVERLAY ZONING MAPS



BURGIS ASSOCIATES, INC.
 10000 Old Farm Road
 Suite 100
 New York, NY 10019
 Tel: (212) 350-1234
 Fax: (212) 350-1235

Housing Plan 2019
 TOWNSHIP OF HAWORTH
 MORRIS COUNTY, NEW JERSEY



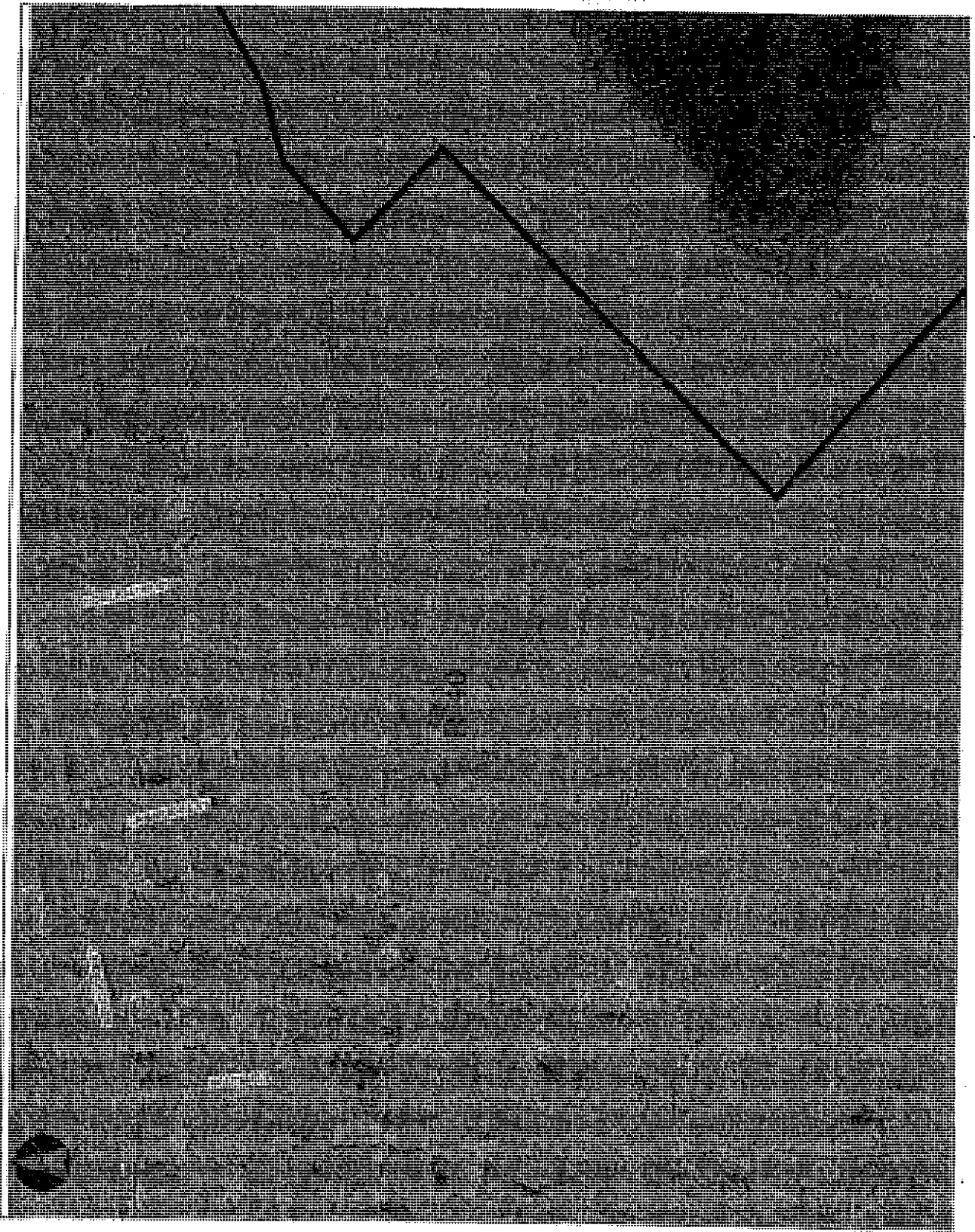
Legend

- Parcels
- Zoning Boundaries
- Overlay Zone

Area	Area (Acres)	Area (Sq. Ft.)
Study Area	100.00	3,486,800
Overlay Zone	100.00	3,486,800
Black/Asian/Latino 6,701 & 8	100.00	3,486,800

PROJECT INFORMATION

Item	Description
Project Name	Black/Asian/Latino 6,701 & 8
Project Number	100.00
Project Date	10/1/2019
Project Status	Completed



February 5, 2019
Page 16

EXHIBIT C: SILVERMAN EXHIBITS

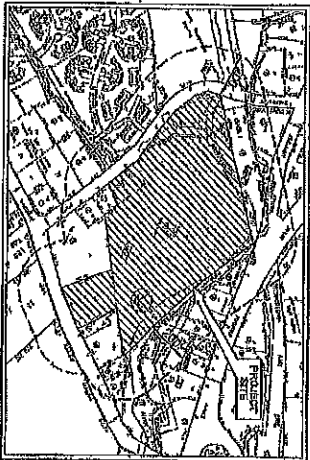
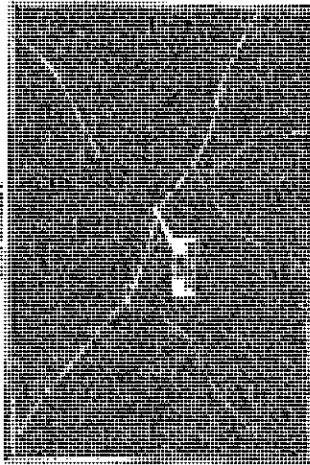
USE VARIANCE APPLICATION FOR PARSIPPANY ROAD MULTIFAMILY

BLOCK 4204, LOT 1

TOWNSHIP OF HANOVER, MORRIS COUNTY, NEW JERSEY

INDEX OF SHEETS	
SHEET	DESCRIPTION
1	COVER SHEET, KEY MAP
2	APPROVALS, TOWNSHIP OF HANOVER, MORRIS COUNTY, NEW JERSEY
3	PROPERTY OWNERS LIST
4	UTILITY LIST

UTILITY LIST

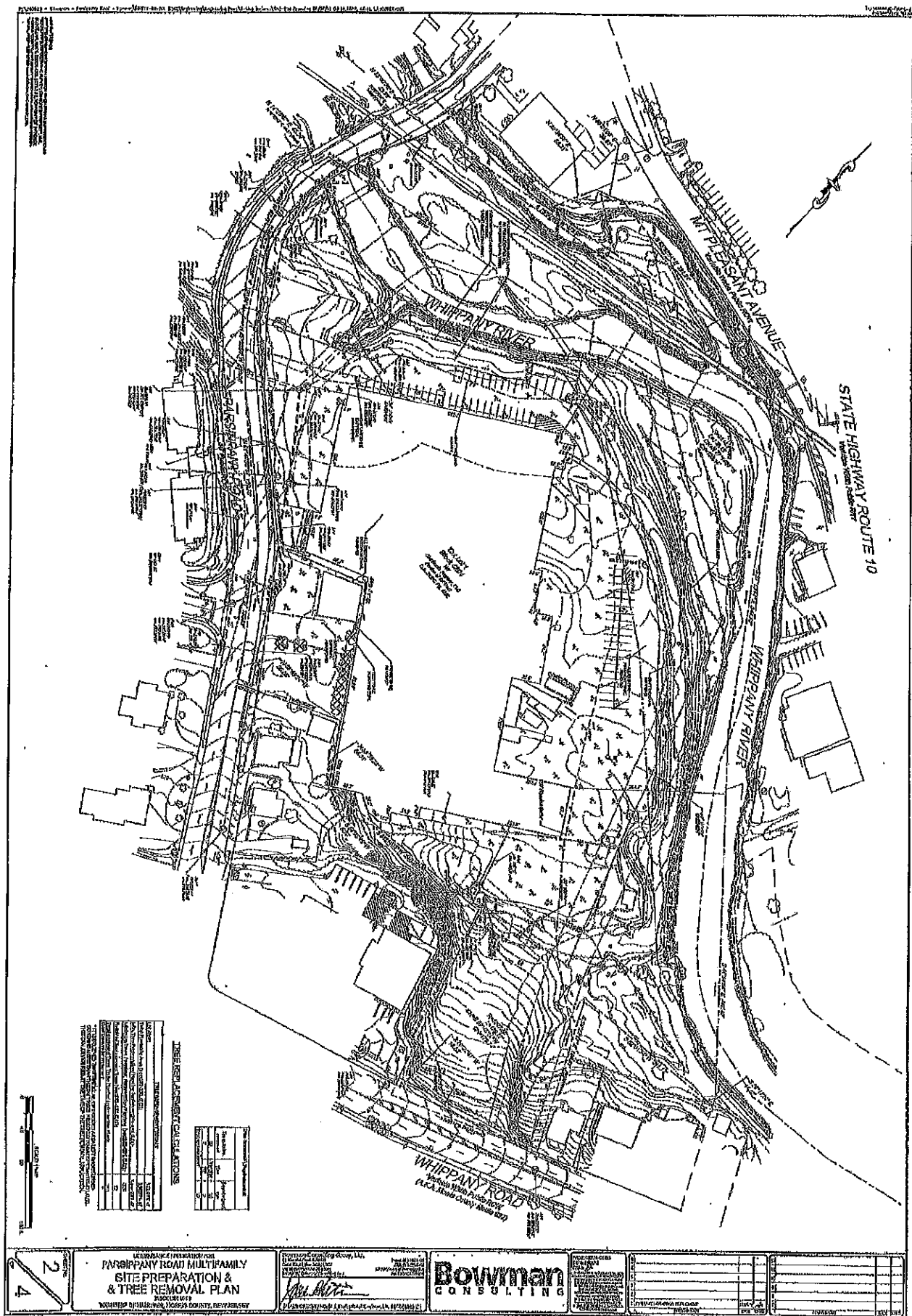


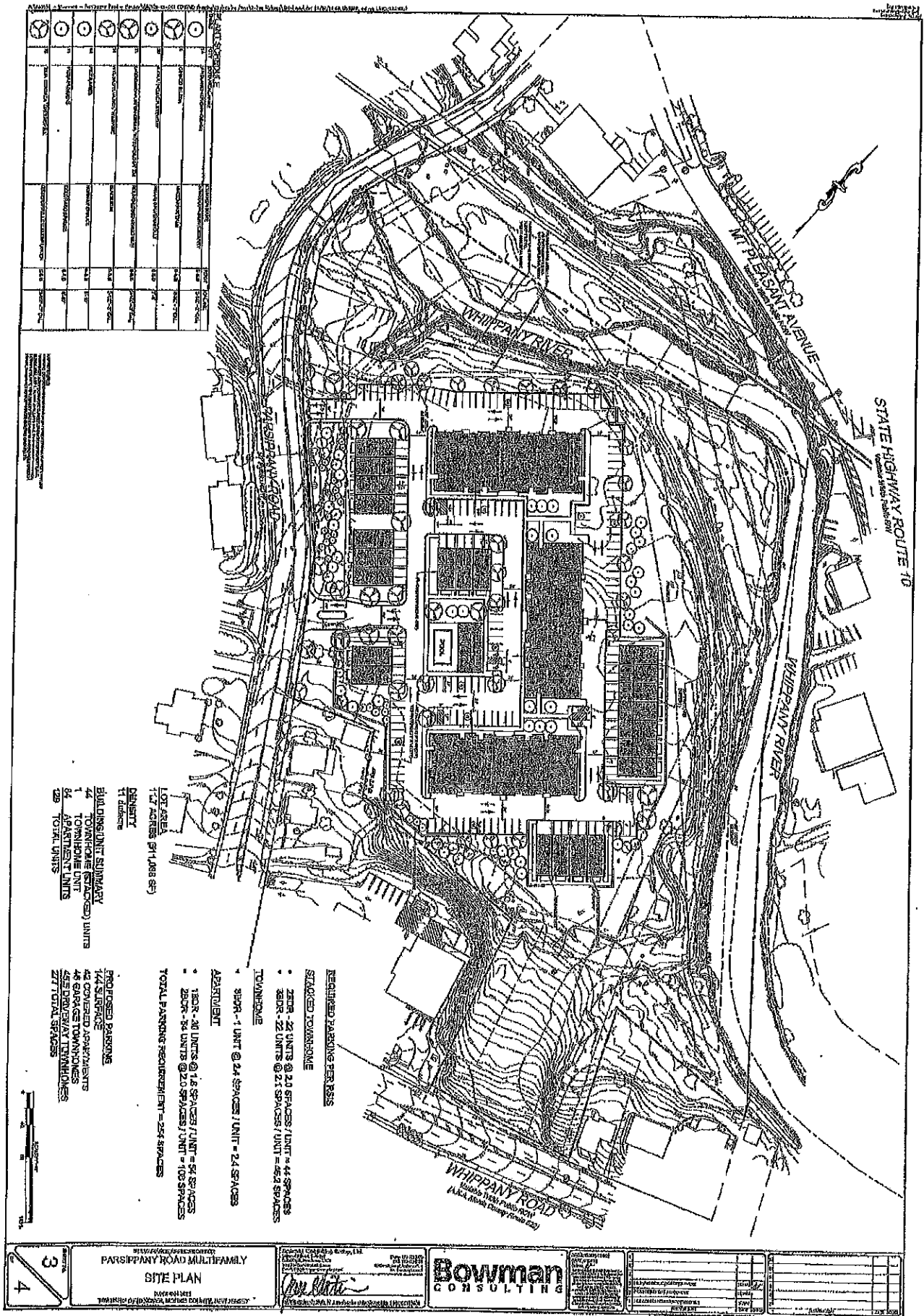
KEY MAP
SCALE 1"=200'

NO.	NAME	ADDRESS	CITY	STATE	ZIP	PHONE	EMAIL
1	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...
11	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...
16	...	...	...	...	...	...	...
17	...	...	...	...	...	...	...
18	...	...	...	...	...	...	...
19	...	...	...	...	...	...	...
20	...	...	...	...	...	...	...
21	...	...	...	...	...	...	...
22	...	...	...	...	...	...	...
23	...	...	...	...	...	...	...
24	...	...	...	...	...	...	...
25	...	...	...	...	...	...	...
26	...	...	...	...	...	...	...
27	...	...	...	...	...	...	...
28	...	...	...	...	...	...	...
29	...	...	...	...	...	...	...
30	...	...	...	...	...	...	...
31	...	...	...	...	...	...	...
32	...	...	...	...	...	...	...
33	...	...	...	...	...	...	...
34	...	...	...	...	...	...	...
35	...	...	...	...	...	...	...
36	...	...	...	...	...	...	...
37	...	...	...	...	...	...	...
38	...	...	...	...	...	...	...
39	...	...	...	...	...	...	...
40	...	...	...	...	...	...	...
41	...	...	...	...	...	...	...
42	...	...	...	...	...	...	...
43	...	...	...	...	...	...	...
44	...	...	...	...	...	...	...
45	...	...	...	...	...	...	...
46	...	...	...	...	...	...	...
47	...	...	...	...	...	...	...
48	...	...	...	...	...	...	...
49	...	...	...	...	...	...	...
50	...	...	...	...	...	...	...
51	...	...	...	...	...	...	...
52	...	...	...	...	...	...	...
53	...	...	...	...	...	...	...
54	...	...	...	...	...	...	...
55	...	...	...	...	...	...	...
56	...	...	...	...	...	...	...
57	...	...	...	...	...	...	...
58	...	...	...	...	...	...	...
59	...	...	...	...	...	...	...
60	...	...	...	...	...	...	...
61	...	...	...	...	...	...	...
62	...	...	...	...	...	...	...
63	...	...	...	...	...	...	...
64	...	...	...	...	...	...	...
65	...	...	...	...	...	...	...
66	...	...	...	...	...	...	...
67	...	...	...	...	...	...	...
68	...	...	...	...	...	...	...
69	...	...	...	...	...	...	...
70	...	...	...	...	...	...	...
71	...	...	...	...	...	...	...
72	...	...	...	...	...	...	...
73	...	...	...	...	...	...	...
74	...	...	...	...	...	...	...
75	...	...	...	...	...	...	...
76	...	...	...	...	...	...	...
77	...	...	...	...	...	...	...
78	...	...	...	...	...	...	...
79	...	...	...	...	...	...	...
80	...	...	...	...	...	...	...
81	...	...	...	...	...	...	...
82	...	...	...	...	...	...	...
83	...	...	...	...	...	...	...
84	...	...	...	...	...	...	...
85	...	...	...	...	...	...	...
86	...	...	...	...	...	...	...
87	...	...	...	...	...	...	...
88	...	...	...	...	...	...	...
89	...	...	...	...	...	...	...
90	...	...	...	...	...	...	...
91	...	...	...	...	...	...	...
92	...	...	...	...	...	...	...
93	...	...	...	...	...	...	...
94	...	...	...	...	...	...	...
95	...	...	...	...	...	...	...
96	...	...	...	...	...	...	...
97	...	...	...	...	...	...	...
98	...	...	...	...	...	...	...
99	...	...	...	...	...	...	...
100	...	...	...	...	...	...	...

NO.	NAME	ADDRESS	CITY	STATE	ZIP	PHONE	EMAIL
1	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...
11	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...
16	...	...	...	...	...	...	...
17	...	...	...	...	...	...	...
18	...	...	...	...	...	...	...
19	...	...	...	...	...	...	...
20	...	...	...	...	...	...	...
21	...	...	...	...	...	...	...
22	...	...	...	...	...	...	...
23	...	...	...	...	...	...	...
24	...	...	...	...	...	...	...
25	...	...	...	...	...	...	...
26	...	...	...	...	...	...	...
27	...	...	...	...	...	...	...
28	...	...	...	...	...	...	...
29	...	...	...	...	...	...	...
30	...	...	...	...	...	...	...
31	...	...	...	...	...	...	...
32	...	...	...	...	...	...	...
33	...	...	...	...	...	...	...
34	...	...	...	...	...	...	...
35	...	...	...	...	...	...	...
36	...	...	...	...	...	...	...
37	...	...	...	...	...	...	...
38	...	...	...	...	...	...	...
39	...	...	...	...	...	...	...
40	...	...	...	...	...	...	...
41	...	...	...	...	...	...	...
42	...	...	...	...	...	...	...
43	...	...	...	...	...	...	...
44	...	...	...	...	...	...	...
45	...	...	...	...	...	...	...
46	...	...	...	...	...	...	...
47	...	...	...	...	...	...	...
48	...	...	...	...	...	...	...
49	...	...	...	...	...	...	...
50	...	...	...	...	...	...	...
51	...	...	...	...	...	...	...
52	...	...	...	...	...	...	...
53	...	...	...	...	...	...	...
54	...	...	...	...	...	...	...
55	...	...	...	...	...	...	...
56	...	...	...	...	...	...	...
57	...	...	...	...	...	...	...
58	...	...	...	...	...	...	...
59	...	...	...	...	...	...	...
60	...	...	...	...	...	...	...
61	...	...	...	...	...	...	...
62	...	...	...	...	...	...	...
63	...	...	...	...	...	...	...
64	...	...	...	...	...	...	...
65	...	...	...	...	...	...	...
66	...	...	...	...	...	...	...
67	...	...	...	...	...	...	...
68	...	...	...	...	...	...	...
69	...	...	...	...	...	...	...
70	...	...	...	...	...	...	...
71	...	...	...	...	...	...	...
72	...	...	...	...	...	...	...
73	...	...	...	...	...	...	...
74	...	...	...	...	...	...	...
75	...	...	...	...	...	...	...
76	...	...	...	...	...	...	...
77	...	...	...	...	...	...	...
78	...	...	...	...	...	...	...
79	...	...	...	...	...	...	...
80	...	...	...	...	...	...	...
81	...	...	...	...	...	...	...
82	...	...	...	...	...	...	...
83	...	...	...	...	...	...	...
84	...	...	...	...	...	...	...
85	...	...	...	...	...	...	...
86	...	...	...	...	...	...	...
87	...	...	...	...	...	...	...
88	...	...	...	...	...	...	...
89	...	...	...	...	...	...	...
90	...	...	...	...	...	...	...
91	...	...	...	...	...	...	...
92	...	...	...	...	...	...	...
93	...	...	...	...	...	...	...
94	...	...	...	...	...	...	...
95	...	...	...	...	...	...	...
96	...	...	...	...	...	...	...
97	...	...	...	...	...	...	...
98	...	...	...	...	...	...	...
99	...	...	...	...	...	...	...
100	...	...	...	...	...	...	...

1	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013
---	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------





February 5, 2019
Page 17

EXHIBIT D: RESOLUTION NO. 132A-18

RESOLUTION NO. 132A-18

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
HANOVER SUSPENDING THE OPTION TO SELL AFFORDABLE HOUSING
UNITS AS MARKET-RATE UNITS AT THE EXPIRATION OF THE ORIGINAL
DEED RESTRICTION AGAINST SUCH SALE AND EXTENDING
AFFORDABLE HOUSING CONTROLS**

WHEREAS, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983) and the Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.* that every municipality in New Jersey has an affirmative obligation to provide for affordable housing in its land use and development policies; and

WHEREAS, affordable housing units created within the State of New Jersey pursuant to regulations promulgated by court order or by the New Jersey Council on Affordable Housing have been subject to the regulations enforceable as deed restrictions on such units as set forth in N.J.A.C. 5:93-9.1 *et seq.*; and

WHEREAS, affordable housing units within the State of New Jersey are subject to the regulations promulgated as the New Jersey Uniform Housing Affordability Controls, N.J.A.C. 5:80-1 *et seq.*; and

WHEREAS, pursuant to N.J.A.C. 5:93-9.8, the eligible sellers of those low- or moderate-income units for which the time periods for affordability controls in the deed restrictions have expired may exercise the repayment option and sell the units to any purchasers at market price, providing that 95% of the price differential is paid to the administrative entity, as an instrument of the municipality, at closing; and

WHEREAS, N.J.A.C. 5:93-9.9 provides that a municipality may address a portion of its affordable housing obligation through the extension of affordability controls by a municipal rejection of the repayment option for a period of time, and

WHEREAS, N.J.A.C. 5:80-26.25(a) provides that "a municipality shall have the right to determine that the most desirable means of promoting an adequate supply of low-and-moderate income housing is to prohibit the exercise of the repayment option and maintain controls on lower income units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2;" and

WHEREAS, pursuant to N.J.A.C. 5:80-26.25(a) the determination to prohibit the exercise of the repayment option shall be made by a resolution of the municipal governing body; and

WHEREAS, the affordable housing deed restrictions on certain already existing for-sale affordable housing units within the municipality are set to expire on or before December 31, 2025, and which are listed in Schedule A appended to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Hanover, County of Morris, and the State of New Jersey has determined, in accordance with N.J.A.C. 5:80-26.25, that the most desirable means of promoting an adequate supply of low- and moderate-income housing is to prohibit the repayment option set forth in N.J.A.C. 5:93-9.8 and to maintain controls on lower income housing units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2.

BE IT FURTHER RESOLVED that subject to and upon the New Jersey Council on Affordable Housing's receipt of this Resolution, the Township of Hanover does hereby prohibit the exercise of the repayment option, as set forth in N.J.A.C. 5:80-26.25, and does maintain the continued operation of the affordability controls on such affordable housing units within the municipality as are herein identified in Schedule A appended to this resolution, which controls are set to expire on or before December 31, 2025. Such prohibition shall be for a period of thirty (30) years beyond the original date set forth for same pursuant to N.J.A.C. 5:93-9.2 or any other applicable law, rule, regulation, deed, or agreement. During such an extended period, no seller may utilize the repayment option permitted by N.J.A.C. 5:93-9.8.

BE IT FURTHER RESOLVED that the aforementioned extension of affordability controls is immediately effective as to those existing for-sale units identified in Schedule A appended to this resolution pursuant to N.J.A.C. 5:93-9.9, N.J.A.C. 5:80-26.25, or any other law, regulation, court deed, master deed, or agreement that would otherwise provide the municipality with the ability to extend affordability controls.

BE IT FURTHER RESOLVED that this Resolution and the associated extension of affordability controls shall become effective as to any for-sale units in Schedule A appended to this resolution, wherein the unit owner has not yet agreed to subject their unit to extension pursuant to N.J.A.C. 5:93-9.8 and 9.9, N.J.A.C. 5:80-26.24 and 26.25, or any other law, regulation, court ruling, or agreement that would otherwise provide the municipality with the ability to extend affordability controls, but, prior to the expiration of their affordability controls agrees to subject themselves to such extension.

TOWNSHIP COMMITTEE	AVE	CLAY	ASSIGNED	ABSENT
VOTE				
GALLAGHER	✓			
FERNANDEZ	✓			
MIHALKO	✓			
CAHILL	✓			
FRANCIOLO	✓			
TOTAL	50			

DATED: July 12, 2018

Joseph A. Giorgio, Township Clerk

TOWNSHIP COMMITTEE
TOWNSHIP OF HANOVER
COUNTY OF MORRIS
STATE OF NEW JERSEY

Ronald F. Francioli, Mayor

SCHEDULE A

Block	Lot	Qual	Location
1502	21	C0001	101 VISTA DR
1502	21	C0002	102 VISTA DR
1502	21	C0017	117 VISTA DR
1502	21	C0020	120 VISTA DR
1502	21	C0021	121 VISTA DR
1502	21	C0024	124 VISTA DR
1502	21	C0025	125 VISTA DR
1502	21	C0028	128 VISTA DR
1502	21	C0029	129 VISTA DR
1502	21	C0038	202 VISTA DR
1502	21	C0039	203 VISTA DR
1502	21	C0040	204 VISTA DR
1502	21	C0041	205 VISTA DR
1502	21	C0042	206 VISTA DR
1502	21	C0043	207 VISTA DR
1502	21	C0052	188 VISTA DR
1502	21	C0053	189 VISTA DR
1502	21	C0054	190 VISTA DR
1502	21	C0055	191 VISTA DR
1502	21	C0056	192 VISTA DR
1502	21	C0057	193 VISTA DR
1502	21	C0066	174 VISTA DR
1502	21	C0067	175 VISTA DR
1502	21	C0068	176 VISTA DR
1502	21	C0069	177 VISTA DR
1502	21	C0070	178 VISTA DR
1502	21	C0071	179 VISTA DR
1502	21	C0082	140 VISTA DR
1502	21	C0083	141 VISTA DR
1502	21	C0088	146 VISTA DR
1502	21	C0091	149 VISTA DR
1502	21	C0092	150 VISTA DR
1502	21	C0093	151 VISTA DR
1502	21	C0152	252 VISTA DR
1502	21	C0153	253 VISTA DR
1502	21	C0164	254 VISTA DR
1502	21	C0155	255 VISTA DR
1502	21	C0156	256 VISTA DR
1502	21	C0157	257 VISTA DR
4301	2	C2301	2301 WHIPPANONG WAY
4301	2	C2302	2302 WHIPPANONG WAY
4301	2	C2303	2303 WHIPPANONG WAY

4301	2	C2304	2304 WHIPPANONG WAY
4301	2	C2305	2305 WHIPPANONG WAY
4301	2	C2306	2306 WHIPPANONG WAY
4301	2	C2307	2307 WHIPPANONG WAY
4301	2	C2308	2308 WHIPPANONG WAY
4301	2	C2309	2309 WHIPPANONG WAY
4301	2	C2310	2310 WHIPPANONG WAY
4301	2	C2401	2401 WHIPPANONG WAY
4301	2	C2402	2402 WHIPPANONG WAY
4301	2	C2403	2403 WHIPPANONG WAY
4301	2	C2404	2404 WHIPPANONG WAY
4301	2	C2405	2405 WHIPPANONG WAY
4301	2	C2406	2406 WHIPPANONG WAY
4301	2	C2407	2407 WHIPPANONG WAY
4301	2	C2408	2408 WHIPPANONG WAY
4301	2	C2409	2409 WHIPPANONG WAY
4301	2	C2410	2410 WHIPPANONG WAY
4301	2	C2501	2501 WHIPPANONG WAY
4301	2	C2502	2502 WHIPPANONG WAY
4301	2	C2503	2503 WHIPPANONG WAY
4301	2	C2504	2504 WHIPPANONG WAY
4301	2	C2505	2505 WHIPPANONG WAY
4301	2	C2506	2506 WHIPPANONG WAY
4301	2	C2507	2507 WHIPPANONG WAY
4301	2	C2508	2508 WHIPPANONG WAY
4301	2	C2509	2509 WHIPPANONG WAY
4301	2	C2510	2510 WHIPPANONG WAY
4301	2	C2601	2601 WHIPPANONG WAY
4301	2	C2602	2602 WHIPPANONG WAY
4301	2	C2603	2603 WHIPPANONG WAY
4301	2	C2604	2604 WHIPPANONG WAY
4301	2	C2605	2605 WHIPPANONG WAY
4301	2	C2606	2606 WHIPPANONG WAY
4301	2	C2607	2607 WHIPPANONG WAY
4301	2	C2608	2608 WHIPPANONG WAY
4301	2	C2609	2609 WHIPPANONG WAY
4301	2	C2610	2610 WHIPPANONG WAY
4301	2	C2701	2701 WHIPPANONG WAY
4301	2	C2702	2702 WHIPPANONG WAY
4301	2	C2703	2703 WHIPPANONG WAY
4301	2	C2704	2704 WHIPPANONG WAY
4301	2	C2705	2705 WHIPPANONG WAY
4301	2	C2706	2706 WHIPPANONG WAY
4301	2	C2707	2707 WHIPPANONG WAY
4301	2	C2708	2708 WHIPPANONG WAY
4301	2	C2709	2709 WHIPPANONG WAY
4301	2	C2710	2710 WHIPPANONG WAY

4402	14	C3601	3601 BOXWOOD CT
4402	14	C3602	3602 BOXWOOD CT
4402	14	C3603	3603 BOXWOOD CT
4402	14	C3604	3604 BOXWOOD CT
4402	14	C3605	3605 BOXWOOD CT
4402	14	C3606	3606 BOXWOOD CT
4402	14	C3701	3701 BOXWOOD CT
4402	14	C3702	3702 BOXWOOD CT
4402	14	C3703	3703 BOXWOOD CT
4402	14	C3704	3704 BOXWOOD CT
4402	14	C3705	3705 BOXWOOD CT
4402	14	C3706	3706 BOXWOOD CT
4402	14	C3707	3707 BOXWOOD CT
4402	14	C3708	3708 BOXWOOD CT
4402	14	C3709	3709 BOXWOOD CT
4402	14	C3710	3710 BOXWOOD CT
4402	14	C3711	3711 BOXWOOD CT
4402	14	C3712	3712 BOXWOOD CT
4402	14	C3801	3801 BOXWOOD CT
4402	14	C3802	3802 BOXWOOD CT
4402	14	C3803	3803 BOXWOOD CT
4402	14	C3804	3804 BOXWOOD CT
4402	14	C3805	3805 BOXWOOD CT
4402	14	C3806	3806 BOXWOOD CT
4402	14	C3901	3901 BOXWOOD CT
4402	14	C3902	3902 BOXWOOD CT
4402	14	C3903	3903 BOXWOOD CT
4402	14	C3904	3904 BOXWOOD CT
4402	14	C3905	3905 BOXWOOD CT
4402	14	C3906	3906 BOXWOOD CT
4402	14	C4001	4001 BOXWOOD CT
4402	14	C4002	4002 BOXWOOD CT
4402	14	C4003	4003 BOXWOOD CT
4402	14	C4004	4004 BOXWOOD CT
4402	14	C4005	4005 BOXWOOD CT
4402	14	C4006	4006 BOXWOOD CT
4402	14	C4007	4007 BOXWOOD CT
4402	14	C4008	4008 BOXWOOD CT
4402	14	C4009	4009 BOXWOOD CT
4402	14	C4010	4010 BOXWOOD CT
4402	14	C4011	4011 BOXWOOD CT
4402	14	C4012	4012 BOXWOOD CT
4402	14	C4101	4101 BOXWOOD CT
4402	14	C4102	4102 BOXWOOD CT
4402	14	C4103	4103 BOXWOOD CT
4402	14	C4104	4104 BOXWOOD CT
4402	14	C4105	4105 BOXWOOD CT

4402	14	C4106	4106 BOXWOOD CT
4402	14	C4201	4201 BOXWOOD CT
4402	14	C4202	4202 BOXWOOD CT
4402	14	C4203	4203 BOXWOOD CT
4402	14	C4204	4204 BOXWOOD CT
4402	14	C4205	4205 BOXWOOD CT
4402	14	C4206	4206 BOXWOOD CT
4402	14	C4207	4207 BOXWOOD CT
4402	14	C4208	4208 BOXWOOD CT
4402	14	C4209	4209 BOXWOOD CT
4402	14	C4210	4210 BOXWOOD CT
4402	14	C4211	4211 BOXWOOD CT
4402	14	C4212	4212 BOXWOOD CT
4402	14	C4301	4301 BOXWOOD CT
4402	14	C4302	4302 BOXWOOD CT
4402	14	C4303	4303 BOXWOOD CT
4402	14	C4304	4304 BOXWOOD CT
4402	14	C4305	4305 BOXWOOD CT
4402	14	C4306	4306 BOXWOOD CT
9101	17	C0101	1 SUNRISE DR
9101	17	C0102	2 SUNRISE DR
9101	17	C0103	3 SUNRISE DR
9101	17	C0104	4 SUNRISE DR
9101	17	C0105	5 SUNRISE DR
9101	17	C0106	6 SUNRISE DR
9101	17	C0108	8 SUNRISE DR
9101	17	C0201	9 SUNRISE DR
9101	17	C0202	10 SUNRISE DR
9101	17	C0203	11 SUNRISE DR
9101	17	C0204	12 SUNRISE DR
9101	17	C0205	13 SUNRISE DR
9101	17	C0206	14 SUNRISE DR
9101	17	C0207	15 SUNRISE DR
9101	17	C0208	16 SUNRISE DR
9101	17	C0209	17 SUNRISE DR
9101	17	C0210	18 SUNRISE DR
9101	17	C0211	19 SUNRISE DR
9101	17	C0212	20 SUNRISE DR
9101	17	C0213	21 SUNRISE DR
9101	17	C0214	22 SUNRISE DR
9101	17	C0215	23 SUNRISE DR
9101	17	C0301	25 SUNRISE DR
9101	17	C0302	26 SUNRISE DR
9101	17	C0303	27 SUNRISE DR
9101	17	C0304	28 SUNRISE DR
9101	17	C0305	29 SUNRISE DR
9101	17	C0306	30 SUNRISE DR

9101	17	C0307	31 SUNRISE DR
9101	17	C0308	32 SUNRISE DR
9101	17	C0309	33 SUNRISE DR
9101	17	C0310	34 SUNRISE DR

4301	2	C2610	2610 WHIPPANONG WAY
4301	2	C2701	2701 WHIPPANONG WAY
4301	2	C2702	2702 WHIPPANONG WAY
4301	2	C2703	2703 WHIPPANONG WAY
4301	2	C2704	2704 WHIPPANONG WAY
4301	2	C2705	2705 WHIPPANONG WAY
4301	2	C2706	2706 WHIPPANONG WAY
4301	2	C2707	2707 WHIPPANONG WAY
4301	2	C2708	2708 WHIPPANONG WAY
4301	2	C2709	2709 WHIPPANONG WAY
4301	2	C2710	2710 WHIPPANONG WAY
4402	14	C3601	3601 BOXWOOD CT
4402	14	C3602	3602 BOXWOOD CT
4402	14	C3603	3603 BOXWOOD CT
4402	14	C3604	3604 BOXWOOD CT
4402	14	C3605	3605 BOXWOOD CT
4402	14	C3606	3606 BOXWOOD CT
4402	14	C3701	3701 BOXWOOD CT
4402	14	C3702	3702 BOXWOOD CT
4402	14	C3703	3703 BOXWOOD CT
4402	14	C3704	3704 BOXWOOD CT
4402	14	C3705	3705 BOXWOOD CT
4402	14	C3706	3706 BOXWOOD CT
4402	14	C3707	3707 BOXWOOD CT
4402	14	C3708	3708 BOXWOOD CT
4402	14	C3709	3709 BOXWOOD CT
4402	14	C3710	3710 BOXWOOD CT
4402	14	C3711	3711 BOXWOOD CT
4402	14	C3801	3801 BOXWOOD CT
4402	14	C3802	3802 BOXWOOD CT
4402	14	C3803	3803 BOXWOOD CT
4402	14	C3804	3804 BOXWOOD CT
4402	14	C3805	3805 BOXWOOD CT
4402	14	C3806	3806 BOXWOOD CT
4402	14	C3901	3901 BOXWOOD CT
4402	14	C3902	3902 BOXWOOD CT
4402	14	C3903	3903 BOXWOOD CT
4402	14	C3904	3904 BOXWOOD CT
4402	14	C3905	3905 BOXWOOD CT
4402	14	C3906	3906 BOXWOOD CT
4402	14	C4001	4001 BOXWOOD CT
4402	14	C4002	4002 BOXWOOD CT
4402	14	C4003	4003 BOXWOOD CT
4402	14	C4004	4004 BOXWOOD CT
4402	14	C4005	4005 BOXWOOD CT
4402	14	C4006	4006 BOXWOOD CT
4402	14	C4007	4007 BOXWOOD CT
4402	14	C4008	4008 BOXWOOD CT
4402	14	C4009	4009 BOXWOOD CT
4402	14	C4010	4010 BOXWOOD CT
4402	14	C4011	4011 BOXWOOD CT
4402	14	C4012	4012 BOXWOOD CT
4402	14	C4101	4101 BOXWOOD CT
4402	14	C4102	4102 BOXWOOD CT
4402	14	C4103	4103 BOXWOOD CT
4402	14	C4104	4104 BOXWOOD CT
4402	14	C4105	4105 BOXWOOD CT
4402	14	C4106	4106 BOXWOOD CT
4402	14	C4201	4201 BOXWOOD CT
4402	14	C4202	4202 BOXWOOD CT
4402	14	C4203	4203 BOXWOOD CT
4402	14	C4204	4204 BOXWOOD CT
4402	14	C4205	4205 BOXWOOD CT
4402	14	C4206	4206 BOXWOOD CT
4402	14	C4207	4207 BOXWOOD CT
4402	14	C4208	4208 BOXWOOD CT
4402	14	C4209	4209 BOXWOOD CT
4402	14	C4210	4210 BOXWOOD CT
4402	14	C4211	4211 BOXWOOD CT
4402	14	C4212	4212 BOXWOOD CT
4402	14	C4301	4301 BOXWOOD CT
4402	14	C4302	4302 BOXWOOD CT
4402	14	C4303	4303 BOXWOOD CT
4402	14	C4304	4304 BOXWOOD CT
4402	14	C4305	4305 BOXWOOD CT
4402	14	C4306	4306 BOXWOOD CT
9101	17	C0101	1 SUNRISE DR
9101	17	C0102	2 SUNRISE DR
9101	17	C0103	3 SUNRISE DR
9101	17	C0104	4 SUNRISE DR
9101	17	C0105	5 SUNRISE DR
9101	17	C0106	6 SUNRISE DR
9101	17	C0107	7 SUNRISE DR
9101	17	C0108	8 SUNRISE DR
9101	17	C0201	9 SUNRISE DR
9101	17	C0202	10 SUNRISE DR
9101	17	C0203	11 SUNRISE DR
9101	17	C0204	12 SUNRISE DR
9101	17	C0205	13 SUNRISE DR
9101	17	C0206	14 SUNRISE DR
9101	17	C0207	15 SUNRISE DR
9101	17	C0208	16 SUNRISE DR
9101	17	C0209	17 SUNRISE DR
9101	17	C0210	18 SUNRISE DR

Daily Record

A GANNETT COMPANY

RECEIVED

Agency:

TOWNSHIP OF HANOVER
TOWNSHIP OF HANOVER
1000 STATE ROUTE 10
WHIPPANY, NJ 07981
ATTN:

Client: TOWNSHIP OF HANOVER

2018 OCT -9 10 44
1000 STATE ROUTE 10,
WHIPPANY, NJ 07981
TOWNSHIP OF HANOVER

Acct No: ASB-03267074

Acct: ASB-03267074

Order #	Advertisement/Description	# Col x # Lines	Rate Per Line	Cost
0003187447	Suspending Affordable Controls 7 12 18 TOWNSHIP OF HANOVER RESOLUTION NO 132A18A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE	2 col x 298 lines	\$0.44	\$266.28
		Affidavit of Publication Charge	1	\$38.00
		Tearsheet Charge	0	\$0.00
		Net Total Due:		291.28

Run Dates: 10/04/18

Check #: _____

Date: _____

CERTIFICATION BY RECEIVING AGENCY
I, HAVING KNOWLEDGE OF THE FACTS, CERTIFY AND DECLARE THAT THE GOODS HAVE BEEN RECEIVED OR THE SERVICES RENDERED AND ARE IN COMPLIANCE WITH THE SPECIFICATIONS OR OTHER REQUIREMENTS, AND SAID CERTIFICATION IS BASED ON SIGNED DELIVERY SLIPS OR OTHER REASONABLE PROCEDURES OR VERIFIABLE INFORMATION.

SIGNATURE: Frank A. Carigin
TITLE: Business Admin. DATE: 10/17/18

CERTIFICATION BY APPROVAL OFFICIAL
I CERTIFY AND DECLARE THAT THIS BILL OR INVOICE IS CORRECT, AND THAT SUFFICIENT FUNDS ARE AVAILABLE TO SATISFY THIS CLAIM. THE PAYMENT SHALL BE CHARGEABLE TO:

APPROPRIATION ACCOUNT(S) AND AMOUNTS CHARGED: P.O. #
254-2507-497/P.O.#1803278

SIGNATURE: [Signature]
TITLE: CMFO DATE: 10/19/18

CLAIMANT'S CERTIFICATION AND DECLARATION:
I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THIS BILL OR INVOICE IS CORRECT IN ALL ITS PARTICULARS; THAT THE GOODS HAVE BEEN FURNISHED OR SERVICES HAVE BEEN RENDERED AS STATED HEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT HEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.

Date: 10/04/2018
Signature: [Signature]

Federal ID #: 061032273
Official Position: Clerk

Kindly return a copy of this bill with your payment so that we can assure you proper credit.

Daily Record
New Jersey Press Media Solutions
P.O. Box 677599
Dallas, TX 75267-7599

AFFIDAVIT OF PUBLICATION

Publisher's Fee \$256.28 Affidavit \$35.00

State of New Jersey } SS.
Morris County

Personally appeared *[Signature]*

Of the Daily Record, a newspaper printed in Freehold, New Jersey and published in Parsippany, in said County and State, and of general circulation in said county, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

10/04/18 A.D 2018

[Signature]
Notary Public of New Jersey

Ad Number: 0003187447



February 5, 2019
Page 18**EXHIBIT E: 2018 INCOME LIMITS****2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE**
Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018

Income limits are officially adopted by the State of New Jersey. Contact your municipality to see if you qualify for your jurisdiction. Additional information about AHPNJ income limits is posted on

	1 Person	*1.5 Person	2 Person	*3 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Med. Increase Rent** Sales***	Regional Asset Limit****
Region 1											
Bergen, Hudson, Passaic and Sussex	Median \$59,597	\$68,340	\$72,882	\$81,767	\$90,853	\$94,467	\$98,121	\$105,389	\$112,657	\$119,926	
	Moderate \$30,878	\$34,512	\$38,146	\$41,780	\$45,414	\$47,882	\$50,350	\$52,818	\$55,286	2.2%	\$175,679
	Low \$21,798	\$24,070	\$26,341	\$28,612	\$30,884	\$32,155	\$33,426	\$34,697	\$35,968	2.2%	
	Very Low \$19,079	\$20,442	\$21,805	\$23,168	\$24,531	\$25,894	\$27,257	\$28,620	\$29,983	2.2%	
Region 2											
Essex, Morris, Union and Warren	Median \$66,735	\$71,523	\$76,311	\$81,099	\$85,887	\$89,675	\$93,463	\$97,251	\$101,039	\$104,827	
	Moderate \$33,404	\$37,218	\$41,033	\$44,847	\$48,662	\$50,391	\$52,120	\$53,849	\$55,578	2.2%	\$182,955
	Low \$23,377	\$25,762	\$28,146	\$30,531	\$32,914	\$34,299	\$35,684	\$37,069	\$38,454	2.2%	
	Very Low \$20,026	\$21,457	\$22,887	\$24,318	\$25,748	\$27,179	\$28,609	\$29,039	\$30,469	2.2%	
Region 3											
Hunterdon, Bedford and Somerset	Median \$75,530	\$80,925	\$86,320	\$91,715	\$97,110	\$102,505	\$107,900	\$113,295	\$118,690	\$124,085	
	Moderate \$60,424	\$64,740	\$69,056	\$73,372	\$77,688	\$81,004	\$84,320	\$87,636	\$90,952	2.2%	\$205,458
	Low \$37,755	\$40,483	\$43,211	\$45,939	\$48,667	\$50,395	\$52,123	\$53,851	\$55,579	2.2%	
	Very Low \$22,639	\$24,278	\$25,917	\$27,556	\$29,195	\$30,834	\$32,473	\$34,112	\$35,751	2.2%	
Region 4											
Mercer, Monmouth and Ocean	Median \$69,447	\$74,407	\$79,368	\$84,328	\$89,289	\$94,249	\$99,210	\$104,170	\$109,130	\$114,090	
	Moderate \$55,457	\$59,535	\$63,613	\$67,691	\$71,769	\$75,847	\$79,925	\$83,003	\$87,081	2.2%	\$186,516
	Low \$34,723	\$37,204	\$39,685	\$42,166	\$44,647	\$47,128	\$49,609	\$52,090	\$54,571	2.2%	
	Very Low \$20,834	\$22,322	\$23,810	\$25,298	\$26,786	\$28,274	\$29,762	\$31,250	\$32,738	2.2%	
Region 5											
Burlington, Camden and Gloucester	Median \$61,180	\$65,550	\$69,920	\$74,290	\$78,660	\$83,030	\$87,400	\$91,770	\$96,140	\$100,510	
	Moderate \$48,944	\$52,440	\$55,936	\$59,432	\$62,928	\$66,424	\$69,920	\$73,416	\$76,912	2.2%	\$161,977
	Low \$20,590	\$22,775	\$24,960	\$27,145	\$29,330	\$31,515	\$33,700	\$35,885	\$38,070	2.2%	
	Very Low \$18,334	\$19,665	\$20,996	\$22,327	\$23,658	\$24,989	\$26,320	\$27,651	\$28,982	2.2%	
Region 6											
Atlantic, Cape May, Cumberland, and Salem	Median \$51,085	\$54,734	\$58,383	\$62,032	\$65,681	\$69,330	\$72,979	\$76,628	\$80,277	\$83,926	
	Moderate \$40,868	\$43,787	\$46,706	\$49,625	\$52,544	\$55,463	\$58,382	\$61,301	\$64,220	2.2%	\$136,680
	Low \$25,543	\$27,357	\$29,172	\$30,986	\$32,800	\$34,614	\$36,428	\$38,242	\$40,056	2.2%	
	Very Low \$15,326	\$16,420	\$17,515	\$18,609	\$19,704	\$20,798	\$21,893	\$22,987	\$24,082	2.2%	

*These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 58:26-41(a).

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 58:26-41(a)). The increase for 2015 was 2.3%, the increase for 2016 was 1.3%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2%. Consumer Price Index for All Urban Consumers (CPI-U) Regions by Metropolitan Area and County and Service Group. Landlords who did not increase rents in 2015, 2016, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

***This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 58:26-41(a)). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

****Low income tax credit developments may increase based on the low income tax credit regulations.

*****The Regional Asset Limit is used to determine an applicant's eligibility for affordable housing pursuant to N.J.A.C. 58:26-41(b).

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 58:26-41).

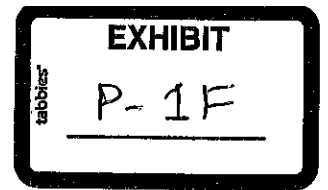


EXHIBIT F

SETTLEMENT AGREEMENT**IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF HANOVER, A
MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY**

Docket No.: L-1635-15

This Agreement ("Agreement") made as of March 29, 2019 between (i) 25-35 Airport Road, LLC and 45 Airport Road, LLC, which entities are both affiliated with Alfieri, LLC (collectively "Alfieri"), New Jersey limited liability companies, with a business address of 399 Thornall Street, Suite 15, Edison, New Jersey, and (ii) the Township of Hanover, a New Jersey municipal corporation with a principal address of 1000 Route 10, PO Box 250, Whippany, NJ 07981 (the "Township"). Alfieri and the Township may hereinafter be referred to individually as "Party" or collectively as the "Parties."

WHEREAS (1st), Alfieri is the current owner of property within the Township, which property is identified as Block 4901, Lots 2, 17 and 19 (the "Property");

WHEREAS (2nd), pursuant to the Mount Laurel Doctrine as expressed in Southern Burl. Co. NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II"), the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the "**FHA**") and applicable regulations promulgated by the Council on Affordable Housing ("**COAH**") pursuant to the FHA (the "**COAH Regulations**"), the Township has a constitutional obligation to provide its fair share of the region's need for affordable housing;

WHEREAS (3rd), the Mount Laurel Obligation was delineated by time periods, commonly referred to as Rounds, with the First Round addressing the period 1987-1993 and the Second Round addressing the cumulative period 1987-1999;

WHEREAS (4th), following the expiration of the Second Round, COAH, attempted to adopt regulations for the Third Round (1999-2018), but which regulations were rejected by both the New Jersey Superior Court – Appellate Division and New Jersey Supreme Court;

WHEREAS (5th), after years of COAH's delay and ultimate failure to adopt constitutional regulations for the Third Round, the Fair Share Housing Center ("FSHC") moved before the New Jersey Supreme Court requesting that the Supreme Court direct New Jersey trial courts to calculate and oversee implementation of Mount Laurel obligation for the Third Round;

WHEREAS (6th), on March 10, 2015, the New Jersey Supreme Court issued its decision In re N.J.A.C. 5:96 & N.J.A.C. 5:97, 221 N.J. 1 (2015)("Mount Laurel IV"), granting FSHC's Motion and, in relevant part, establishing a process whereby the New Jersey trial courts would assume jurisdiction over municipal compliance with the Mount Laurel Doctrine;

WHEREAS (7th), pursuant to the direction of the Mount Laurel IV decision, the Township initiated the present matter captioned In The Matter Of The Application Of The Township Of Hanover, A Municipal Corporation Of The State Of New Jersey, Docket No.: L-1635-15, in an effort to establish the Township's compliance with its Third Round Mount Laurel obligation (the "Township Compliance Action");

WHEREAS (8th), Alfieri is an interested party in the Township Compliance Action to ensure the Township's satisfaction with its Third Round Mount Laurel obligation, which obligation would be determined by the trial court;

WHEREAS (9th), in evaluating properties appropriate for inclusionary development, the Township has determined that the Property presents a suitable opportunity for such development;

WHEREAS (10th), the Township has determined to proceed with a rezoning initiative for the Property, which rezoning will assist the Township in addressing its Third Round Mount Laurel Obligation and which zoning initiatives will be an integral component of the Township's Third Round Housing Element and Fair Share Compliance Plan (the "Township Compliance Plan"); and

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms and conditions provided herein, it is agreed by and among Alfieri and the Township as follows:

I. THE LAND USE CONCEPT FOR THE INCLUSIONARY DEVELOPMENT OF THE PROPERTY AND THE PROVISION OF AFFORDABLE HOUSING OPPORTUNITIES

A. The Parties' Intent. The purpose and intent of this Agreement is to (a) provide the realistic opportunity for the provision of low and moderate income housing units through Alfieri's anticipated construction of a residential development at a density of up to eleven (11) dwelling units per gross acre of the Property, of which fifteen percent (15%) shall be reserved for occupancy by very low income, low income and moderate income households ("Affordable Units"), as defined by The Fair Housing Act N.J.S.A. 52:27D-301, et seq., COAH regulations N.J.A.C. 5:93-1.1, et seq., and the regulations of the Uniform Housing and Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC").

B. The Land Use Plan, Housing Plan and Zoning Regulations. The intentions of the Parties as expressed above are intended to be implemented by the Township's adoption of (a) an amended land use plan element and housing plan element of the Township master plan, (b) an amended zoning ordinance and zoning map (the "Proposed Ordinance Amendment") which will be applicable to the Property. The Proposed Ordinance Amendment is intended to provide for a scope of development that would allow as a permitted use, a residential development at a density of eleven (11) units per gross acre, which shall include a fifteen percent (15%) set aside for Affordable Units ("the Alfieri Project").

II. INTENDED SCOPE OF DEVELOPMENT OF THE PROPERTY AND ACCOMPANYING AFFORDABLE HOUSING OBLIGATIONS

A. The Total Project. The Proposed Ordinance Amendment shall provide for uses and standards that shall allow for the construction of residential uses in accordance with this

Agreement. While the Proposed Ordinance Amendment is subject to further consideration by the Township, it is the Parties' intention to allow for the Alfieri Project to be constructed as a permitted use on the Property to provide a total permitted residential yield within the Alfieri Project of eleven (11) dwelling units per gross acre on the Property, which residential units are anticipated to be multi-family units. The limitation of eleven (11) dwelling units per acre is subject to increase in accordance with the provision of Section IV.B. of this Agreement. Alfieri shall file development applications that are substantially consistent with the Proposed Ordinance Amendment. The construction of the residential portions described in this Agreement may be phased in any manner to be determined by Alfieri, subject to reasonable conditions of site plan approval and subject to the limitations set forth at Section II(B) of this Agreement relative to the phasing of Affordable Units.

B. Construction and Phasing of the Affordable Units. The Parties agree that the phasing for construction of the Affordable Units shall be in accordance with COAH's phasing schedule established by N.J.A.C. 5:93-5.6(d). In assisting with the construction of the Affordable Units, Alfieri shall be freely permitted to apply for and secure available state and federal subsidies and/or tax credits to defray the cost of construction of the affordable units, provided that Alfieri shall not apply for nine percent (9%) low income tax credits. Alfieri agrees that it shall nonetheless be obligated to construct the Affordable Units in accordance with the phasing scheduled established by N.J.A.C. 5:93-5.6(d) even if government funding sources are not forthcoming.

III. COURT APPROVAL OF AGREEMENT.

A. Court Approval Required. The Parties acknowledge that pursuant to applicable Mount Laurel decisional law this Agreement, along with the Settlement Agreement by and

between Fair Share Housing Center and the Township, requires Superior Court approval after the Superior Court conducting a Fairness Hearing upon adequate notice to the protected class and the general public. Within ten (10) days of execution of this Agreement by all Parties, the Parties shall jointly pursue the scheduling of a Fairness Hearing with the Superior Court, at which time the Agreement shall be submitted to the Superior Court for its review and approval. Upon the scheduling of a Hearing date, the Township shall comply with all Notice requirements imposed or directed by the Superior Court and shall fully support and endorse approval of this Agreement at the Hearing.

IV. OBLIGATIONS OF THE PARTIES TO ACCOMPLISH THE PURPOSE AND INTENT OF AGREEMENT

A. Obligations of Alfieri

1. **Support of Township Compliance Plan.** Alfieri shall interact and cooperate with the Township and the Superior Court to support an application for the Superior Court's approval of this Agreement with respect to the Township's efforts to prepare and secure Superior Court approval of its Township Compliance Plan. This agreement is expressly conditioned on the court in the matter of the application of the Township of Hanover, Morris County, Docket No. MRS-L-1635-15 and the court approving the Township's third round plan and approving this settlement following a fairness hearing as required by Morris County Fair Housing v Boonton Township, 197 N.J. Super. 359 (Law Division 1984) and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-27 (App.Div.1996). Thereafter, the Township shall proceed with the adoption of its housing element and fair share plan followed by rezoning of the property. However, Alfieri's foregoing cooperation shall not require Alfieri to delay pursuing the receipt of development approvals and/or construction of any portion of the Property in accordance with this Agreement once the court approves the Township's third round plan and settlement.

2. Submission of Development Applications Consistent with Proposed Ordinance Amendments. Subject to Alfieri's right to apply for any bulk variances or design waivers deemed necessary or appropriate for the development of the Property, Alfieri agrees to proceed with development applications substantially consistent with the Proposed Ordinance Amendment. Specifically, Alfieri shall not seek variance relief pursuant to N.J.S.A. 40:55D-70(d) of the Municipal Land Use Law ("MLUL").

3. Obligation to Provide and Maintain, As Applicable, Creditworthy Affordable Units. Notwithstanding anything herein to the contrary, Alfieri shall take all necessary steps to ensure the Affordable Units provided for under the Agreement are creditworthy under COAH and UHAC regulations and all other applicable laws. Specifically, Alfieri agrees that all Affordable Units shall comply with COAH's Rules including, but not limited to, those concerning (a) income qualification, (b) controls on affordability for a period of thirty (30) years, (c) deed restrictions, (d) bedroom distribution, (e) low/moderate income split, (f) affirmative marketing and (g) handicap accessibility. The developer shall utilize a qualified Administrative Agent for the purpose of affirmatively marketing and leasing the Affordable Units and for ensuring compliance with all applicable affordable housing regulations. It is further agreed by the Parties that at least 13% of the Affordable Units shall be affordable to persons of very low-income as defined by the Fair Housing Act and that all of the Affordable Units shall be subject to deed restrictions on income limits for a period not less than thirty (30) years. Alfieri further agrees that the Affordable Units within the Alfieri project shall be reserved as family rental units.

4. Contribution toward Counsel Fees Incurred by FSHC. Alfieri agrees to make payment of seven thousand five hundred (\$7,500.00) to FSHC as partial reimbursement

of the payment to be made by the Township to FSHC. Alfieri's aforementioned payment shall be made within thirty (30) days of the Court's approval of this Agreement and the FSHC Settlement.

B. Obligations of the Township

1. Introduction of, and Prompt Action on, the Proposed Ordinance Amendments. Within ninety (90) days of Court approval of this Agreement, the Township agrees to introduce the Proposed Ordinance Amendment in a form agreeable to the Parties that allows for the construction of the Alfieri Project as a permitted use in accordance with the standards set forth at Section II(A) of this Agreement. The Township further agrees to schedule a public hearing and second reading on the Ordinance within sixty (60) days after said introduction of the Proposed Ordinance Amendment. The public hearing on the Ordinance shall be conducted after the Township provides notice in accordance with the provisions of N.J.S.A. 40:55D-62.1 and the Township has prepared, if necessary, a resolution articulating the rationale for the Proposed Ordinance Amendments' deviation, if any, from the land use plan and/or housing plan of the Township Master Plan as such a "reasons resolution" is required by N.J.S.A. 40:55D-62a. Upon the Township's adoption of the Proposed Ordinance Amendment, it is agreed that such rezoning of the Properties shall remain in place through at least December 31, 2025, unless otherwise agreed to by the Parties and approved by the Superior Court. The foregoing shall not require Court approval or agreement of the Parties of any ordinance amendments not related to affordable housing and which are not violative of this Agreement, if determined appropriate by the Township or required by other law.

2. Utilities Sufficient to Serve the Alfieri Project. The Parties represent to their knowledge that there is sufficient water and sewer infrastructure in the vicinity of the

Property to serve the development contemplated by this Agreement. The Township shall cooperate with Developer to ensure that public water and sewer is provided at the Property, which cooperation shall include, but not be limited to, taking all steps necessary to ensure that the Property is maintained and/or placed within an appropriate sewer service area, which sewer service area shall be incorporated into an approved Wastewater Management Plan for Morris County. However, the Hanover Sewerage Authority is an independent autonomous body.

3. Cooperation in Development of Property. The Township shall use its best efforts to cooperate with Alfieri in the development of the Property consistent with any endorsement or approval obtained by Alfieri for the Property. Such cooperation shall include, but not be limited to, the prompt review and, if appropriate, approval of any and/all agreements, applications and/or permits necessary for the development of the Property. Such applications shall include, but not be limited to, applications to the New Jersey Department of Environmental Protection related to public water and sewer for the Properties, the vacation and/or relocation of easements and/or paper street impacting the properties subject to this Agreement.

4. Waiver of Cost Generative Measures Pursuant to N.J.A.C.
5:93-10.1, et seq. In order to permit the intended, agreed upon development of the Property, the Township agrees to abide by the COAH regulations against cost generative measures as set forth at N.J.A.C. 5:93-10.1(b).

5. Maintenance of Adequate Residential Densities for the Alfieri Project.
 The Township has represented and agreed that the residential density of eleven (11) units per gross acre for the Alfieri Property is consistent with other existing and/or proposed inclusionary sites within the Township. If, as a result of the Township Compliance Action, the Township proposes rezoning of other properties at a residential density in excess of eleven (11) units per

gross acre, the Township agrees to increase the density on the Alfieri Property to such other, greater residential density.

V. DEFAULT

A. Violation and Default. In the event that any Party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless the Party (or Parties) for whose benefit such obligation was intended waive such obligation in writing, such failure to perform shall constitute an event of default under this Agreement. Upon any such event of default, the non-defaulting Party shall have available any and all rights and remedies that may be provided in law or in equity including, but not limited to, the right to prosecute a motion in aid of litigant's rights.

VI. NOTICES

A. Third-Party Actions. The Parties and their respective counsel agree to immediately provide each other with notice of any lawsuits, actions, governmental proceedings or administrative proceedings, threatened or pending, which could have a material adverse impact on this Agreement or the Properties.

B. Notice by and Among the Parties. All notices required under this Agreement shall be in writing and shall be given by e-mail and Fedex, UPS or a similarly recognized receipted overnight delivery service. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications or receipts used, and all times for performance based upon such notices shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows or to any successor designated by the respective recipient:

To Alfieri: 25-35 Airport Road, LLC
 45 Airport Road, LLC

c/o Alfieri, LLC
Attn.: Michael Alfieri
399 Thornall Street, Suite 15
Edison, New Jersey

With Copy to: Richard J. Hoff, Jr., Esquire
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033
rhoff@bisgaierhoff.com

To the Township: Township Clerk
1000 Route 10
PO Box 250
Whippany, NJ 07981

With Copy to: Fred Semrau, Esq.
Dorsey & Semrau LLC
PO Box 228
714 Main Street
Boonton, NJ 07005-1450
fsemrau@dorseysemrau.com

VII. MISCELLANEOUS PROVISIONS

A. Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and substantive provisions of this Agreement.

B. Cooperation. The Parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement as well as the Mount Laurel Doctrine, the FHA, and COAH's Rules that are in effect as of the date of this Agreement.

C. Waiver. Each of the Parties waives all rights to challenge the validity and enforceability of this Agreement. Failure to enforce provisions or obligations in this Agreement by any Party shall not be construed as a waiver of these provisions and obligations.

D. Entire Agreement. This Agreement, including its prefatory statements, background recitals and exhibits, constitutes the entire Agreement between the Parties with

respect to the resolution of the Litigation and the related subject matters hereof. No representative, agent or employee of any Party has been authorized to make any representations and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the Parties.

E. Validity. In the event that any provision of this Agreement shall be held to be invalid, unenforceable or void, the Parties shall, within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the Parties fail to agree to such a restructuring, any Party may seek Superior Court review and a ruling to restructure the Agreement in a legally acceptable manner reflecting the underlying intent of the Parties as expressed herein.

F. Preparation. The Parties acknowledge that the Parties' attorneys have jointly prepared this Agreement as a means of settling the Litigation. Therefore, this Agreement shall be construed on a parity among the Parties and any presumption for resolving ambiguities against the drafter shall not apply.

G. Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey and the Second Round rules and regulations of COAH. Jurisdiction with respect to any litigation related to this Agreement by way of enforcement or post-judgment relief shall exclusively be in the Superior Court of New Jersey for Morris County. Service of any complaint, motion or judgment enforcement proceedings may be affected consistent with the terms hereof for the delivery of notices. The Parties hereby consent to service of process in such manner and waive any other service of

process. Process may be affected by written notice pursuant to the terms hereof for notices. The Parties expressly waive a trial by jury in any such litigation or proceedings.

H. Parties Bound and Assignment. The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Alfieri shall expressly be permitted to sell, convey and/or assign its rights to develop one or more phases or sections of the Property to other developers and/or users who shall be entitled to rely upon and enforce this Agreement as to the remaining Parties. Advanced written permission to sell and assign is not intended and shall not be required.

I. Holiday and Weekends – Time for Performance. Should any date on or before which the performance of any act is required under the terms of the Agreement fall on a Saturday, Sunday, legal holiday and/or generally recognized religious holiday in the State of New Jersey (such as Christmas, Good Friday, etc.), the date for performance shall be extended to and shall occur on the next succeeding business day. All references to “days” shall be deemed to refer to calendar days unless the context clearly and unequivocally requires otherwise. Except as otherwise set forth herein, any act to be performed on or before a certain day shall be deemed to be required to be performed on or before 5:00 p.m. on the day set forth and, if performed after 5:00 p.m., shall be deemed not to have been performed on said date.

J. Counterpart Signature. This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately following the delivery of a facsimile counterpart, the sending Party shall deliver a counterpart with the original execution page.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals
the day and year appearing below their names.

25-35 Airport Road, LLC
45 Airport Road, LLC

By: 
Michael Alfieri, Member
Print Name:

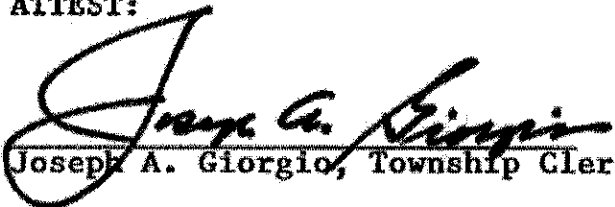
Date: 3/29, 2019

TOWNSHIP OF HANOVER,
A Municipal Corporation of the
State of New Jersey

By:

Print Name: 
Ronald F. Francioli, Mayor
Date: Apr. 5, 2019

ATTEST:


Joseph A. Giorgio, Township Clerk

ACKNOWLEDGMENT
STATE OF NEW JERSEY)

COUNTY OF MIDDLESEX)

) SS.:

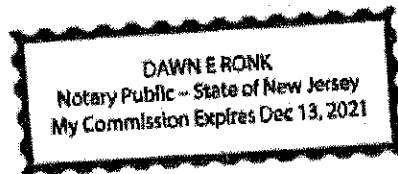
I certify that on 3/29, 2019, MICHAEL ALFIERI personally came before me and stated to my satisfaction that he:

(a) Signed, sealed and delivered the attached document as the AUTHORIZED MEMBER of 25-35 Airport Road, LLC and 45 Airport Road, LLC;

(b) was authorized to and did execute this instrument as the AUTHORIZED MEMBER of the 25-35 Airport Road, LLC and 45 Airport Road, LLC; and

(c) executed this instrument as the acts of 25-35 Airport Road, LLC and 45 Airport Road, LLC.

Dawn E. Ronk
NOTARY PUBLIC
ACKNOWLEDGMENT



STATE OF NEW JERSEY)

) SS:

COUNTY OF MORRIS)

I certify that on April 5, 2019, Ronald L. Lencioni
personally came before me and stated to my satisfaction that this person:

(a) This person signed, sealed and delivered the attached document as
Mayor of the Township of Hanover, a body corporate and politic of the State of New
Jersey, named in this document;

(b) was authorized to and did execute this document as the
Mayor
the entity named in this document; and

(c) executed this document as the act of the entity named in this document.

Catherine V. Iacuzzi
NOTARY PUBLIC
ACKNOWLEDGMENT

CATHERINE V. IACOUZZI
Notary Public, State of New Jersey
My Commission Expires March 27, 2021

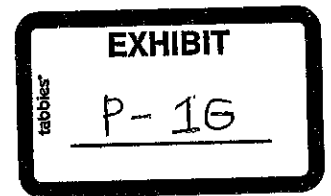


EXHIBIT G

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and effective as of March ^{22nd} 2019 by and between The Township of Hanover, a municipal corporation of the State of New Jersey, having an address of 1000 Route 10, Whippany, New Jersey 07981 (the "Township"), and JMF Acquisitions, LLC, a New Jersey limited liability company, having an address of 80 South Jefferson Road, Suite 202, Whippany, New Jersey 07981 ("JMF").

WITNESSETH:

WHEREAS, JMF is the contract purchaser of property identified as Block 4001, Lots 6, 7, 9 (part), 10, 11, 12, and 14; and Block 8803, Lot 17 on the official tax maps (the "Property"); and

WHEREAS, JMF also has an interest in Block 4001, Lot 13; and

WHEREAS, JMF has submitted an application to the Township to rezone the Property to allow the redevelopment of the Property; and

WHEREAS, the Township desires to proceed with the redevelopment of the Property, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Township and JMF hereby agree as follows:

1. JMF has presented the Township with a concept plan prepared by Bowman Engineering dated January 2019 providing for the redevelopment of the Property with a maximum of one hundred thirty (130) free market for-sale townhomes to include no more than 97 three bedroom and 33 two bedroom townhomes (not subject to any COAH regulations or restrictions), sixty (60) senior affordable rental units (all one bedroom units), and a minimum of 70,000 square feet of commercial space (the "Project"). The proposed uses shall comply with the permitted uses in the B-10 Zone. A copy of the draft concept plan is attached as Exhibit A.

2. The Township shall proceed to rezone the Property in order to permit the redevelopment of the Property with the Project substantially in accordance with Exhibit A and the current zoning of the property. The rezoning may be accomplished by enactment of a zone change or the adoption of a redevelopment plan after designation of the Property as a redevelopment area, as determined by the Township. The Township agrees to take necessary steps to consider a redevelopment designation for all of the lots referred to in this agreement and at a minimum for Block 4001, Lot 14 where the senior housing will be built. The bulk standards for the rezoned Property (or the bulk standards in the redevelopment plan, as applicable) shall permit the redevelopment of the Property substantially in accordance with Exhibit A. The Township also will not impose development standards and/or requirements which are not customary or which may be considered "cost generative." JMF shall provide an escrow for legal, planning and engineering fees.

3. The concept plan attached as Exhibit A requires the subdivision of the Property into multiple parcels: townhomes, affordable rental units, and retail/office and commercial. The rezoning of the Property shall be consistent with this concept. The Township shall also consider vacating a portion of Mount Pleasant Avenue at its western end, provided that JMF shall dedicate or otherwise grant an easement to construct a turn around to the satisfaction of the Township Engineer in accordance with applicable State regulations and municipal ordinances.

4. The Township and JMF agree that the sixty (60) affordable units shall comply with applicable COAH and UHAC affordable housing regulations, as well as the Fair Housing Act and shall be included in the Township's affordable housing plan. The affordable units shall include low-income units (including very-low-income units) and moderate-income units. The very-low-income units, which shall be affordable to and reserved for households at or below thirty percent (30%) of area median income, shall constitute thirteen percent (13%) of the total

affordable units within the Project. The affordable units in the project shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the UHAC Regulations or any successor regulation, with the exception that in lieu of ten percent (10%) of affordable units in rental projects being required to be a thirty-five percent (35%) or less of regional median household income by household size, thirteen percent (13%) of affordable units in such projects shall be required to be a thirty percent (30%) of median income, and all other applicable law. The townhouse units may be market rate units and there shall be no residential or nonresidential developer fee pursuant to N.J.S.A. 40:55D-8.6(a)(2) and N.J.S.A. 40:55D- JMF shall cooperate with the Township in connection with this project regarding any affordable housing monitoring requirements imposed by COAH and shall pay for a qualified administrative agent to administer all affordable units. The Township shall endeavor to enter into a settlement agreement with Fair Share Housing Center with respect to the Project consistent with the terms of this Agreement. In connection therewith, JMF agrees to pay to the Township the sum of Twenty Thousand Dollars (\$20,000.00) in reimbursement of the Township's contribution for fees owed to Fair Share Housing Center and cost of litigation.

5. The Township and JMF agree that if the Property is designated as an area in need of redevelopment, the sixty (60) affordable units shall be granted a financial agreement (PILOT) for a thirty (30) year term based upon 10% of gross revenue with no rate increases during the term. The townhouse and commercial parcels shall not receive a PILOT but shall instead be subject to standard ad valorem taxes.

6. As part of the Project, JMF shall relocate the existing Patriots Path easement through the Property and connect it to The Grande Project, and shall construct a pathway to Township specifications. The Township will assist with any action required to effectuate the relocation of the existing Patriots Path.

7. Promptly following the rezoning of the Property, JMF shall submit site plan and subdivision applications to the Hanover Township Planning Board. Nothing shall prevent JMF from applying for a waiver or bulk variance from any standard imposed by the rezoning of the Property, except as to use. The standards set forth in the Municipal Land Use Law shall govern the determination of these applications.

8. Each of the three subdivided parcels may be owned by separate companies. The Township agrees to enter into separate Developers Agreements for each of the subdivided parcels comprising the Project, each to be in customary form. Notwithstanding any other phasing provision in this agreement, JMF agrees that no certificate of occupancy shall be issued for any portion of the commercial space nor will more than 50% of the townhouses receive certificates of occupancy until such time that certificates of occupancy have been issued for all of the affordable units in connection with this agreement.

9. If the Township elects to adopt a redevelopment plan or rezoning for the Property, it shall include the property identified as Block 4001, Lot 13 (the "Midas Property"), in the redevelopment plan and it shall be zoned for commercial use. If the Township acquires the Midas Property through condemnation, JMF shall purchase such property from the Township in consideration for reimbursement of the Township's costs and expenses associated with the condemnation. If JMF does not have the property under contract for purchase by June 30, 2019, the Township may elect to proceed with acquisition. The Township shall commence by requesting the Planning Board on February 14, 2019 to undertake an area in redevelopment study. The Township shall have 120 days to make an ultimate determination to declare the property as an area in need of redevelopment.

10. The Township agrees to undertake its obligations under the terms of this Agreement on an expedited basis, subject to applicable ordinances and regulations. JMF agrees

to reasonably cooperate with the Township and to provide such documents and material as may be required on an expedited basis. The Township also agrees to exercise reasonable efforts to assist JMF in obtaining all required approvals by outside agencies to construct the Project.

11. No member, official or employee of the Township or the Planning Board 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.

12. The parties recognize that the site plan and subdivision plan required to develop the Property in accordance with the terms hereof, and such other actions as may be required of the Planning Board or Township under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board and the Township Committee, as appropriate, and in accordance with the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law. Similarly, nothing herein is intended to preclude JMF from appealing any denials of or conditions imposed by the Planning Board in accordance with the MLUL or taking any other action permitted by law.

13. No provision of this Agreement may be changed or waived orally, but only by an instrument in writing signed by the Township and JMF. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement may be signed in any number of counterparts which, when taken together, shall constitute one and the same document. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

14. Nothing in this agreement shall provide the developer with the right to construct any further residential homes/units on this site, even if the developer acquires the Midas

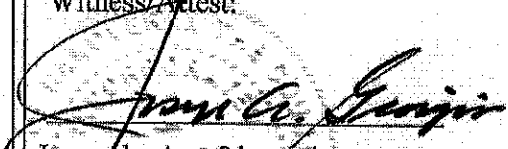
Property. The developer agrees that no further residential homes may be constructed on the identified properties. A deed restriction shall be recorded.

15. The developer, his successors and assigns, shall waive the right to municipal services and/or reimbursement for sanitation, road maintenance, electric, lighting and snow removal for the entire development.

16. This agreement is expressly conditioned on the court in the matter of the application of the Township of Hanover, Morris County, Docket No. MRS-L-1635-15 and the court approving the Township's third round plan and approving this settlement following a fairness hearing as required by Morris County Fair Housing v Boonton Township, 197 NJ Super 359 (Law Division 1984) and East/West Venture v. Borough of Fort Lee, 286 NJ Super 311, 328-27 (App.Div.1996).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested.

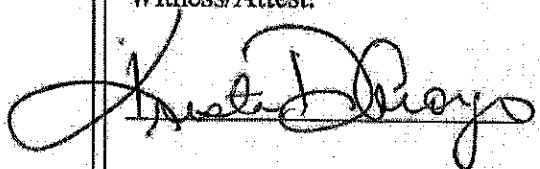
Witness/Attest:


Joseph A. Giorgio
Township Clerk/
Business Administrator

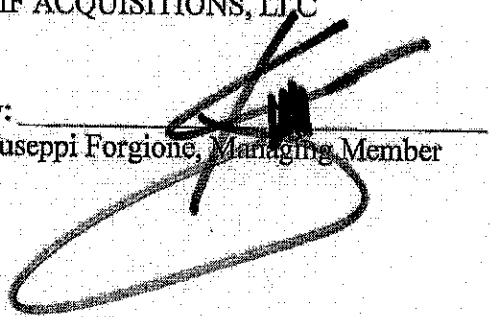
TOWNSHIP OF HANOVER

By: 
Name: Ronald F. Francioli
Title: Mayor

Witness/Attest:


KRISTA GIORGIO
NOTARY PUBLIC NEW JERSEY
My Commission Expires 09/2018

JMF ACQUISITIONS, LLC

By: 
Giuseppe Forgione, Managing Member

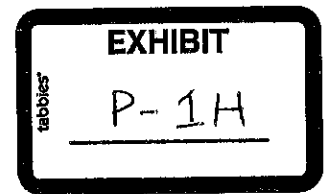


EXHIBIT H

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into this 31st day of January, 2019 by and between:

THE TOWNSHIP OF HANOVER, a body politic of the County of Morris, State of New Jersey with offices located at 1000 Route 10, P.O. Box 250, Whippany, New Jersey 07981 (the "Township" and its governing body, the "Township Committee"); and

RIVER PARK BUSINESS CENTER, LLC, a New Jersey limited liability company having an address of 47 Parsippany Road, Whippany, New Jersey 07981 ("River Park") (River Park and the Township or the Township Committee are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH

WHEREAS 1, over the past decade, the New Jersey Council on Affordable Housing ("COAH") has failed to adopt constitutionally compliant Third Round Rules that have withstood judicial scrutiny; and

WHEREAS 2, the Township was previously granted substantive certification by COAH for the Second Round on or about August 4, 1999, and subsequently petitioned COAH on multiple occasions for Third Round substantive certification, but said petitions were never acted upon by COAH; and

WHEREAS 3, on March 10, 2015, the New Jersey Supreme Court issued its decision in In re Adoption of N.J.A.C. 5:96 and 5:97 ex rel. New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Mt. Laurel IV"), which terminated COAH's jurisdiction to administer and approve municipalities' affordable housing plans, determined that the Court would reassert

primary jurisdiction over the same and directed interested municipalities to petition the Court for immunity while constitutionally compliant housing plans were prepared; and

WHEREAS 4, on or about July 2, 2015, in response to the Supreme Court's decision in Mt. Laurel IV, the Township filed a declaratory judgment action in the case entitled In the Matter of the Application of the Township of Hanover, bearing Docket No. MRS-L-1635-15 (the "Township's DJ Action") seeking a declaration of its compliance with the Mt. Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., and also petitioned the Court for temporary immunity from builder's remedy lawsuits; and

WHEREAS 5, by prior Court Order, the Township was granted temporary immunity from builder's remedy actions, and continues to have immunity as of the date of this Agreement; and

WHEREAS 6, by Order dated August 15, 2015, River Park was granted leave to intervene in the Township's affordable housing matter; and

WHEREAS 7, on or about January 14, 2015, River Park filed an action in lieu of prerogative writs challenging, *inter alia*, the existing TC Town Center zoning of the Property (Docket No. MRS-L-117-15) (the "Prerogative Writs Action"), which action remains pending in Superior Court, Morris County; and

WHEREAS 8, the Parties recognize that the settlement of Mt. Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of housing for lower-income households; and

WHEREAS 9, the Parties have mediated this matter on multiple occasions and have agreed to resolve River Park's intervention in the DJ Action and the Prerogative Writs Action and to present this settlement to the trial court with jurisdiction over this matter to review; and

WHEREAS 10, pursuant to the Parties' settlement negotiations the Parties request that the Superior Court, Morris County, find that this Agreement is fair to the interests of lower-income households in New Jersey and partially addresses the Township's Third Round obligation in a reasonable fashion appropriate to the site in question; and

WHEREAS 11, the Parties recognize that this Agreement must be reviewed by the Court in accordance with the requirements of Morris County Fair Housing Council v. Boonton Township, 197 N.J. Super. 359, 364 (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 (App. Div. 1996), and that, in order to approve the settlement, the Court must find that it adequately protects the interests of lower-income persons for whom the affordable units proposed by this settlement are to be built; and

WHEREAS 12, the Township will, in the future, seek the Court's approval of a Housing Element and Fair Share Plan (the "Plan"), inclusive of the project as proposed by River Park, the Parties intend to be bound by this Agreement; and

WHEREAS 13, in order to amicably resolve this matter in a way that the Parties agree complies with the Mt. Laurel doctrine, the Parties have agreed to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the foregoing recitals, the promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties mutually agree as follows:

1. **Incorporation of Recitals.** The Parties incorporate the foregoing recitals as if fully set forth at length herein and made a part hereof.

2. **Purpose of Agreement.** The purpose and intent of this Agreement is to resolve River Park's intervention in the DJ Action and the Prerogative Writs Action on terms that are fair to lower-income households in accordance with the requirements of the Mt. 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). This Agreement does not purport to resolve all of the issues in the Township's DJ Action. Except as otherwise set forth herein, in the event the Court approves this Agreement and the Township's preliminary Third Round Plan at a fairness hearing, the Township will discharge its obligations under this Agreement, including but not limited to the adoption of the Redevelopment Plan, the Financial Agreement, and the Redevelopment Agreement, *infra*, and the duty to defend this Agreement in accordance with this Agreement. However, this Agreement is specifically conditioned on the Court approving Hanover Township's Third Round Plan at a fairness hearing.

3. **Resolution of Litigation.** At this time and at this particular point in the process resulting from the Supreme Court's Mt. Laurel IV decision, even though fair share obligations have yet to be definitively determined, it is appropriate for the Parties to resolve River Park's intervention, provide for the construction of affordable housing for low- and moderate-income households, and generate affordable housing credits for the Township to apply to its Third Round obligation.

4. **The River Park Site.** River Park is the owner of certain property designated as Block 3801, Lot 2 and Block 4101, Lots 1 and 23, on the Township's official Tax Map, and is also in the process of acquiring that certain property designated as Block 4301, Lot 6 on the Township's official Tax Map from the Morris County Park Commission (collectively, these lands are referred to collectively herein as the "Property"). The Parties acknowledge that this

Agreement and the viability of the Project contemplated herein is dependent upon River Park's acquisition of Block 4301, Lot 6 from the County of Morris. The Property, including Block 4301, Lot 6, consists of approximately eighty-eight (88) acres of largely vacant land generally situated between Whippany Road and Parsippany Road to the east, South Jefferson Road to the west, Eden Lane to the South, and the Morristown & Erie railroad line and Legion Place to the north. Currently, the Property is zoned as TC Town Center. The Parties agree that, to the best of their knowledge, the Property is "available," "approvable," "developable," and "suitable" for River Park's Project, *infra*, as those terms are defined under COAH's Second Round Rules, N.J.A.C. 5:93-1.3. In partial satisfaction of the Township's Third Round affordable housing obligation, the Township agrees to undertake and complete the redevelopment process outlined herein to permit the construction of a multifamily inclusionary residential development with a commercial/retail "town center" component and, at River Park's option, an extended stay hotel of up to 250 rooms as described *infra* all of which is approximately depicted on the concept plan annexed hereto as **Exhibit A** (the "Project"). The Parties acknowledge that the concept plan is illustrative of the Project and subject to further refinement in the Redevelopment Plan. The Redevelopment Plan for the residential component of the Project will provide for, *inter alia*, 967 units of which 827 units will be market-rate multi-family housing and 140 units will be affordable rental housing. Fifty percent (50%) of the family affordable units will be two-bedroom units and the remaining fifty percent (50%) of the family affordable units will be three-bedroom units. Further, sixty percent (60%) of the market-rate units will be one-bedroom units and the remaining forty percent (40%) of the market-rate units will be two-bedroom units. In addition, River Park shall cause a separate building to be constructed for an additional 30 bedrooms of affordable supportive/special needs housing such that the Township receives 30

credits from the supportive housing facility as an “alternative living arrangement” as set forth in N.J.A.C. 5:93-1 et seq. The bedroom distribution for the family units shall be as set forth below:

MARKET	
One Bedroom	496
Two Bedroom	331
AFFORDABLE	
Two Bedroom	70
Three Bedroom	70
Supportive Housing in Separate Building	30 units/bedrooms

5. **Development of the Project.** The development of the Project as set forth in the Redevelopment Plan may proceed in phases and may be further delineated into subphases in the Parties’ discretion.

a. The Project shall consist of 827 units of market-rate multifamily housing, 140 units of affordable rental housing, 30 bedrooms/units of affordable supportive/special needs housing as aforesaid, the Town Center Component, *infra*, the stabilization of the failing Oak Ridge Embankment, *infra*, and the Extended Stay Hotel, *infra* (which Extended Stay Hotel is at River Park’s discretion). In addition, this shall include the removal of the existing dam and construction of a public riverwalk. Access will be from Eden Lane and Parsippany Road.

b. River Park shall have the right to delineate the subdivision lines of the Property in such locations as is determined by River Park, in the Redevelopment Plan,

such that the Project can be constructed on the eastern portion of the Property, with the remaining approximate 28 acres of the western portion of the Property being addressed as set forth immediately below. River Park shall work with the Township to delineate the location of the various components of the Project on the Redevelopment Plan except that the Extended Stay Hotel shall not be developed on the corner of the Eden Lane entrance, but rather, may only be constructed in the interior of the Town Center Component. While the entirety of the Property may be designated as a non-condemnation area in need of redevelopment in accordance with applicable law and in accordance with the terms of this Agreement, the Parties acknowledge and agree that approximately 28 acres of the western portion of the Property will not be developed in the Third Round but may instead be reserved for future uses, including but not limited to, a multi-family inclusionary development and/or commercial development, as may be agreed upon by the Parties. While the Parties reserve their rights with respect to the future development of this approximate 28-acre portion of the Property, nothing set forth in this Agreement shall limit or constrain River Park's ability or right to its future development or the Township's ability to zone such property in accordance with law.

c. River Park shall have the right to develop the various components of the Project concurrently or in any order it determines, in its sole discretion so long as access and infrastructure is addressed in accordance with the Redevelopment Plan. Notwithstanding the foregoing, the construction of affordable housing, including the said 30 supportive housing units, shall comply with the phasing schedule set forth in N.J.A.C. 5:93-5.6(d).

6. **Clustering of the Project.** Subject to Paragraph 5(b), *supra*, River Park shall work with the Township to determine where the phases of the Project, or various subphases, as the case may be, will be delineated on the Redevelopment Plan except that the Extended Stay Hotel shall not be located at the Eden Lane entrance as aforesaid. Furthermore, River Park agrees that the Legion Place portion of the Property (as depicted on Exhibit A) will not be developed as part of the Redevelopment plan, but will be available for future development unless otherwise agreed to by the parties, it being the understanding that Legion Place will not be included in the Redevelopment Plan for the Project.

7. **The Town Center Component.** As part of the Project, River Park will develop a non-residential commercial/retail space with uses that are consistent with a residential "town center" style development, such as restaurants, retail, fitness center, etc. (the "Town Center Component"). The Town Center Component shall be comprised of a minimum 40,000 square feet of space, of retail sales and service components (no "big box" facilities) typically associated with similar developments and as agreed to between River Park and the Township as part of the Redevelopment Plan, but not more than 80,000 square feet of space. In addition to the foregoing, the Redeveloper may construct the Extended Stay Hotel as part of the Town Center Component. The Town Center Component, and the Extended Stay Hotel are illustrated on the Concept Plan attached hereto and made a part hereof as Exhibit A, and shall be more particularly described in the Redevelopment Plan.

8. **The Stabilization of the Oak Ridge Embankment.** As part of the Project, River Park agrees to assume all responsibility, financial or otherwise, for the stabilization of the failing embankment behind the Oak Ridge Condominium complex in accordance with an Embankment Stabilization Plan to be reasonably agreed to by the Parties. River Park's obligation

to stabilize the Oak Ridge Embankment is contingent upon its acquisition of Block 4301, Lot 6 from the County of Morris. Such stabilization will be a requirement of River Park in the future Redevelopment Plan and Redevelopment Agreement and must be completed prior to issuance of a building permit.

9. **The Extended Stay Hotel.** As part of the Project, River Park shall be permitted to develop, in its sole discretion, an extended stay hotel (the "Extended Stay Hotel"). The Extended Stay Hotel may contain up to 250 rooms in a building that is not more than seven (7) stories. River Park agrees that the Extended Stay Hotel shall be located in the interior of the Property as part of the Town Center Component which is illustrated on the Concept Plan attached hereto and made a part hereof as Exhibit A. The Extended Stay Hotel shall not be located at the Eden Lane entrance to the Property.

10. **Fair Share Allocation for the Project.** The Parties agree to the following provisions with respect to the fair share allocation for the Project:

a. The affordable housing set-aside for the Project shall be approximately 17.6% of the total family-rental residential units actually constructed within the Project which is 140 units plus the 30 bedrooms of supportive/special needs housing such the Township shall receive 170 affordable housing units from the Project, with the potential for additional bonus credits for the Township as part of the Township's Housing Element and Fair Share Plan and as agreed to by Fair Share Housing Center. The affordable units within the Project shall be family rental units with the exception of the supportive/special needs units.

b. The Project shall contain 30 bedrooms units of supportive/special needs housing. "Units" of special needs housing shall be defined as a bedroom where the

individual bedrooms are eligible for affordable housing credits pursuant to N.J.A.C. 5:93-5.8. The supportive/special needs housing shall meet the definition of "alternative living arrangements" set forth in N.J.A.C. 5:93-1.3 and shall be eligible for affordable housing credits pursuant to N.J.A.C. 5:93-5.8.

c. The affordable family unit components of the Project shall include low-income units (including very-low-income units) and moderate-income units, as the term low-and-moderate income units have been defined in this Agreement. The very-low-income family units, which shall be affordable to and reserved for households at or below thirty percent (30%) of area median income, shall constitute not less than thirteen percent (13%) of the total affordable units within the Project. The low-income family units shall constitute not less than thirty-seven percent (37%) of the total affordable units within the Project, while the moderate-income family units shall constitute not more than fifty percent (50%) of the total affordable units in the Project.

d. Fifty percent (50%) of the family affordable units in the Project shall be two-bedroom units and the remaining fifty percent (50%) of the family affordable units in the Project shall be three-bedroom units. The Parties understand and agree that the Project may require waivers from the Residential Site Improvement Standards which will be reasonably considered in conjunction with any shared parking plan provided by River Park.

11. **Declaration of the Property as a Non-Condemnation Area in Need of Redevelopment.** The Township will expeditiously undertake all legal actions required to consider that the Property is declared to be a non-condemnation area in need of redevelopment, in accordance with applicable law. Appropriate escrows will be established. Consideration of the

below timeframes may be reasonably extended if the Parties are proceeding in good faith. Subject to adherence with requisite statutory procedures, the Township will consider if the Property meets the criteria to be deemed a non-condemnation area in need of redevelopment. The steps are as follows:

a. At the January 31, 2018 meeting of the Committee, the Township Committee will consider execution of this Agreement and, at the February 14, 2018 Township Committee meeting, adopt a resolution directing its Planning Board to expeditiously: (i) conduct an investigation of the Property to determine whether said Property, or any portions thereof, constitute a non-condemnation area in need of redevelopment under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.; (ii) develop a map reflecting the boundaries of the Property to be included within the proposed redevelopment area; (iii) to conduct a public hearing pursuant to N.J.S.A. 40A:12A-6; and (iv) draft a report/resolution to the Mayor and Township Committee containing its findings within 120 days.

b. Once the Township's Planning Board issues the report/resolution to the Mayor and Township Committee, pursuant to Paragraph 11(a) above, and adopts the associated resolution, the Township Committee will, at its next Committee meeting, declare by resolution that the Property is in need of redevelopment on a non-condemnation basis if the investigation report prepared by the Planning Board's professional planning consultant determines that the Property meets one or more of the blight criteria set forth in N.J.S.A. 40A:12A-5. The Parties acknowledge that the viability of the Project is contingent upon the Township Committee declaring that the Property is

in need of redevelopment on a non-condemnation basis and approving the Financial Agreement as further described herein.

c. Within ninety (90) days of the Township Committee's adoption of a resolution declaring the Property to be in need of redevelopment on a non-condemnation basis, the Township Committee will introduce a redevelopment plan ordinance (the "Redevelopment Plan") that is consistent with the goals and objectives of River Park's intended use of its Property, as more particularly described herein and **Exhibit A** annexed hereto, on first reading, and shall refer said Redevelopment Plan to the Planning Board for a Master Plan consistency review. The Redevelopment Plan shall supersede and replace the existing zoning of the Property.

d. The Township Committee will request that the Planning Board, at its next meeting but not later than 60 days after the Township Committee's introduction of the Redevelopment Plan on first reading, meet and determine whether the Redevelopment Plan is consistent with the goals and objectives of the Township's Master Plan, and transmit said recommendation to the Township Committee.

e. Not later than 60 days from the introduction of the Redevelopment Plan, the Township Committee will conduct a public hearing on the Redevelopment Plan and adopt the same on second reading; whereupon the Clerk shall publish the notice of the adoption in accordance with applicable law.

12. **River Park's Payment In Lieu of Taxes.** The Parties acknowledge and agree that the financial viability of the Project is contingent upon the Township's adoption and execution of a financial agreement with River Park that provides for payments in lieu of taxes ("Financial Agreement") in accordance with the Long-Term Tax Exemption Law, N.J.S.A.

40A:20-1, et seq. River Park represents that, without a Financial Agreement in accordance with the terms set forth herein, the Project cannot proceed and the affordable housing contemplated herein will not be built. In accordance with the recently adopted P.L. 2018, c. 97, the Financial Agreement shall provide for phased tax abatements over a fifty (50) year term, with each phase of said tax abatement lasting not longer than thirty-five (35) years. Further, the Financial Agreement shall require River Park to remit an annual service charge equivalent to ten percent (10%) of the annual gross revenues generated by the residential component of the Project, as defined in N.J.S.A. 40A:20-3(a). The Payment in Lieu of Taxes shall only apply to the residential portion of the project referred to in this agreement, not future development. The remaining portion of the property shall be subject to conventional tax assessments.

13. River Park's Formation of Urban Renewal Entity and Township Approval of Financial Agreement. Concurrent with the steps set forth in Paragraphs 10 and 11, *supra*, River Park shall form an Urban Renewal Entity ("URE" but also referred to herein as "River Park") in accordance with N.J.S.A. 40A:20-5 and file all necessary paperwork with the Department of Community Affairs and the Department of State. Following the formation of the URE, River Park shall file a tax abatement application with the Township that is consistent with the financial schedule set forth in Paragraph 11, *supra*. To implement the Financial Agreement in a timely fashion, the Parties agree to adhere to the following schedule:

- a. Within forty-five (45) days of River Park's submission of the tax abatement application, but in no event prior to the adoption of the Redevelopment Plan, the Township Committee will consider River Park's application by resolution and introduce an ordinance for first reading that authorizes execution of the Financial

Agreement. Said Financial Agreement must be in a form and content acceptable to River Park.

b. Not later than forty-five (45) days following first reading of the ordinance authorizing execution of the Financial Agreement, the Township Committee shall conduct a public hearing on said ordinance and consider the same on second reading; whereupon the Clerk shall publish notice of the adoption in accordance with applicable law.

14. **Execution of a Redevelopment Agreement.** Not later than the next subsequent Committee meeting that the Redevelopment Plan is adopted on second reading, but after such plan adoption, the Township Committee shall designate River Park as the official redeveloper of the Property and adopt a resolution authorizing execution of a redevelopment agreement by and between the Township and River Park (the "Redevelopment Agreement"), in a form and content acceptable to River Park.

15. **Waiver of Certain Municipal Services.** Subject to the Parties' execution of the Financial Agreement in accordance with the financial schedule set forth herein, River Park agrees to waive the Township's obligation to provide municipal services to the Project for electric, sanitation, road maintenance and improvements, and snow removal, and shall assume the responsibility, financial or otherwise, for the provision of the same. River Park shall waive any request or right for financial reimbursement from the Township.

16. **River Park's Obligation to Support.** So long as the Township discharges its obligations under this Agreement in good faith, River Park shall support this Agreement at the fairness hearing to be scheduled by the Court. River Park's support of this Agreement shall

include, as necessary, certifications, testimony and all other reasonable means of support as may be requested by the Township.

17. **Mutual Cooperation on All Governmental Approvals.** The Township, including all of its officials, employees, agents, committees, departments, authorities, and planning and zoning boards, shall cooperate with River Park's efforts, to the extent permitted under any applicable state or federal law, rule or regulations, to secure necessary municipal, county and state permits, approvals, licenses, waivers, exceptions, variations and variances for the development, including River Park's site plan application, Treatment Works Approval applications/permits, soil conservation district approvals, NJDEP Freshwater Wetlands and Flood Hazard Area approvals/permits, construction/building permits, and all other necessary governmental approvals. The Township shall expedite the review and approval of all necessary governmental approvals, including scheduling special meetings as may be required to meet the schedules described herein. River Park shall pay the Township's standard fees for any special meetings scheduled in order to comply with this Agreement and pay for professional services for planning, engineering and legal in connection with this project regarding such special meetings.

18. **Resolution of the Prerogative Writ Litigation.** Within thirty (30) days of the Court's approval of this Agreement, River Park shall seek to stay and/or adjourn the Prerogative Writs Action while the Parties effectuate the terms of this Agreement. Within thirty (30) days of River Park's receipt of all necessary and unappealable governmental approvals to construct the Project, River Park and the Township shall jointly dismiss the Prerogative Writ Litigation with prejudice by stipulation.

19. **Affordability Controls.** Except as otherwise set forth herein, the affordable units in the Project shall include the required bedroom distribution, as set forth in Paragraph 4, be

governed by controls on affordability and affirmatively marketed in conformance with the UHAC Regulations or any successor regulation, with the exception that in lieu of ten percent (10%) of affordable units in rental projects being required to be at thirty-five percent (35%) or less of regional median household income by household size, thirteen percent (13%) of affordable units in such projects shall be required to be at thirty percent (30%) of median income, and all other applicable law.

20. **New Construction.** All affordable new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311(a) and -311(b) and all other applicable law.

21. **Effectuation of Settlement Terms.** The Parties shall be obligated to discharge all of their respective obligations under this Agreement. The Parties shall work diligently, in good faith, and shall undertake all reasonable efforts, including expediting reviews of River Park's submissions and scheduling of special meetings as necessary to effectuate the terms of this Agreement and the construction of the Project. River Park shall pay the Township \$100,000 at the time of the execution of the Financial Agreement for costs incurred in connection with Fair Share Housing, Special Master and legal fees.

22. **Fairness Hearing.** This Agreement must be approved by the Court following a fairness hearing in accordance with Morris Cty. Fair Hous. 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); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). River Park agrees to support said Agreement on the record at any fairness hearing as necessary. This Agreement is contingent upon the Court's approval of the Township's preliminary Third Round Plan, which shall include River Park's Project, at said fairness hearing.

23. **Appeal.** If an appeal is filed of the Court's approval or rejection of the Agreement, the Parties agree to defend the 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 the Agreement if the Agreement is approved by the Court unless and until an appeal of the 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.

24. **Conditions for Agreement to Become Final:**

a. The Township Committee has considered and approved execution of this Agreement by resolution.

b. If the Court upon review of the Agreement finds that it is fair and consistent with East/West Venture v. Bor. Of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), the Parties anticipate that the Court will enter an Order approving this Agreement and the Township's third round plan, conditioned upon the Township's effectuation of all terms and conditions set forth herein. If the Township's third round plan is not approved, this agreement is not enforceable.

25. **Enforcement.** This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Morris County. In the event either Party defaults, it shall reimburse the other Party for all legal and professional fees and expenses incurred in connection with this Agreement and the enforcement thereof, if applicable.

26. **Severability.** Unless otherwise specified, it is intended that the provisions of this Agreement are 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 of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

27. **Successors Bound.** The provisions of this Agreement and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have an interest in any of the provisions which are the subject of this Agreement.

28. **Assignment.** This Agreement and all other agreements, plans, approvals, and rights contemplated herein may be assigned by River Park to any individual or entity without the Township's consent being required. In the event of such assignment, the assignee shall be liable for the performance of all of River Park's obligations arising hereunder.

29. **Governing Law.** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

30. **No Modification.** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

31. **Counterparts.** 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.

32. **Voluntary Agreement.** 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, 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.

33. **Preparation.** 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 Party 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.

34. **Exhibits and Schedules.** Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits 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 all Parties.

35. **Entire Agreement.** 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.

36. **Termination of the May 2008 Settlement Agreement.** In or about May 2008, the Parties entered into a settlement agreement which, among other things, called for the Township to adopt overlay zoning for the Property to permit the development of six warehouse/office space flex buildings and 120 units of residential housing. River Park disputed the terms and effectuation of said settlement. Upon the expiration of the appeal period following the adoption of the Redevelopment Plan, the Parties acknowledge and agree that the May 2008 settlement agreement is terminated and deemed wholly void and of no force and effect, River

Park's 2017 Planning Board approvals are withdrawn, and the Township may repeal the flex warehouse zoning for the property.

37. Conflict of Interest. 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.

38. Effective Date. Notwithstanding anything herein contained to the contrary, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

39. Notices. 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) Notice may also be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery, except if delivered by email, which shall require that the recipient acknowledge receipt. 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 TOWNSHIP:

Clerk, Township of Hanover
Township of Hanover Municipal Building
1000 Route 10
P.O. Box 250
Whippany, New Jersey 07981

WITH A COPY TO:

Fred Semrau, Esq.
Dorsey & Semrau
714 Main Street, P.O. Box 228
Boonton, New Jersey 07005

TO RIVER PARK:

Thomas Stagen, Authorized Representative
River Park Business Center, LLC
47 Parsippany Road

Whippany, New Jersey 07981

WITH A COPY TO:

Dennis Schepker
River Park Business Center, LLC
47 Parsippany Road
Whippany, New Jersey 07981

WITH A COPY TO:

John P. Inglesino, Esq.
Inglesino, Webster, Wyciskala & Taylor, LLC
600 Parsippany Road, Suite 204
Parsippany, New Jersey 07054

WITH A COPY TO:

Sheppard A. Guryan, Esq. & Bruce H. Snyder, Esq.
Lasser Hochman, LLC
75 Eisenhower Parkway
Roseland, New Jersey 07068

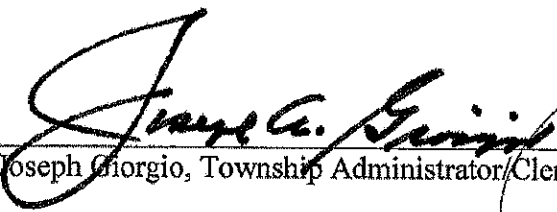
In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of the successor.

[SIGNATURES ON FOLLOWING PAGE]

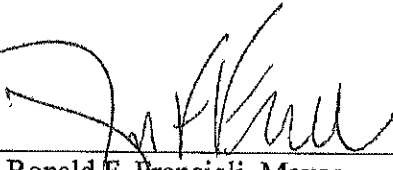
IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by their duly authorized representatives as of the date first written above.

Witness/Attest:

TOWNSHIP OF HANOVER
a public body corporate and politic



Joseph Giorgio, Township Administrator/Clerk

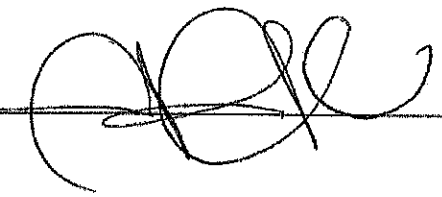
By: 

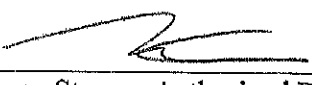
Ronald F. Francioli, Mayor

Dated: FEB. 14, 2019

Dated: FEB. 14, 2019

RIVER PARK BUSINESS CENTER, LLC.



By: 

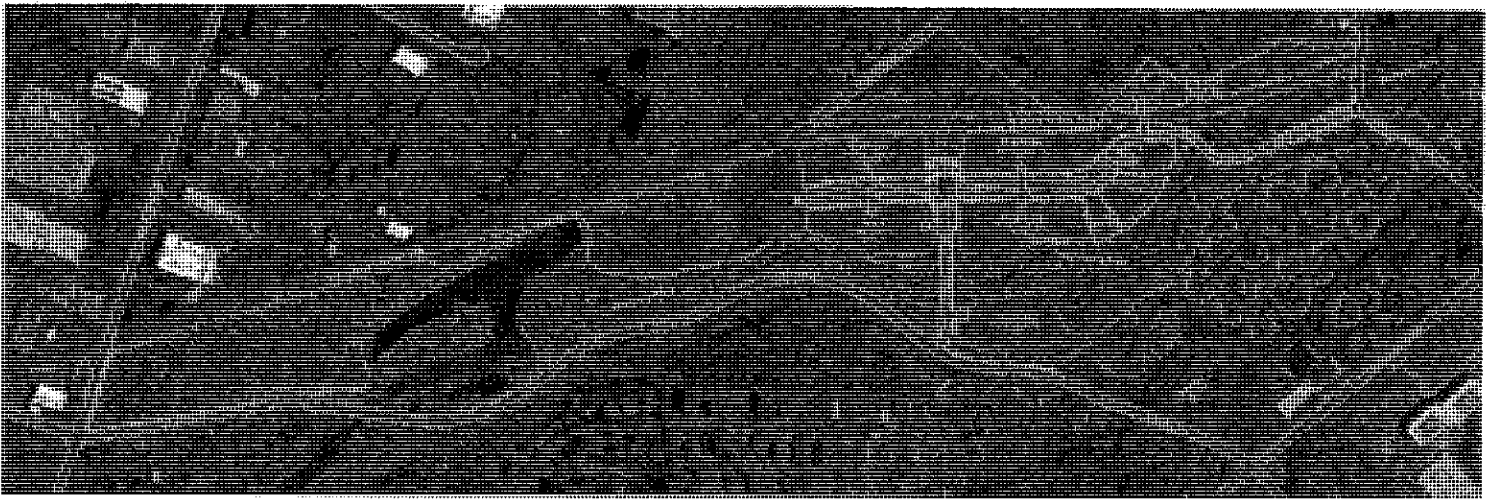
Thomas Stagen, Authorized Representative

Dated: FEB 19, 2019

Dated: FEB 19th 2019

EXHIBIT A

RIVER PARK'S CONCEPT PLAN



River Walk Residences and Town Center
Proposed Town Center Development Areas
Hanover Township, New Jersey
January 2019

DMR
ARCHITECTS

Sheet 147



This document is the property of DMR Architects, Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of DMR Architects, Inc. This document is the property of DMR Architects, Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of DMR Architects, Inc.

River Walk Residences and Town Center
 Town Center Conceptual Site Plan - Retail and Parking Levels Typ.
 Hanover Township, New Jersey
 January 2019

DMR
 ARCHITECTS

Sheet 107

EXHIBIT C



Peter J. O'Connor, Esq.
 Adam M. Gordon, Esq.
 Laura Smith-Denker, Esq.
 David T. Rammner, Esq.
 Joshua D. Bauers, Esq.
 Bassam F. Gergi, Esq.

June 2, 2020

Fred Semrau, Esq.
 Dorsey & Semrau, LLC
 714 Main Street
 P.O. Box 228
 Boonton, NJ 07005

Re: In the Matter of the Application of the Township of Hanover, County of Morris, Docket No. MRS-L-1635-15

Dear Mr. Semrau:

This letter memorializes the terms of an amended agreement ("Agreement") reached between the Township of Hanover ("Township" or "Hanover"), the declaratory judgment plaintiff, and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding. This Agreement, if and when approved by the court at a fairness hearing, will supersede the previous agreement dated February 5, 2019 and previously approved by the Court, as to the terms specifically amended by this Agreement. All terms not specifically amended by this Agreement will remain in full force and effect as previously approved by the Court.

The Township and FSHC have entered into this amended agreement because the parties agree that it will result more quickly in additional affordable housing units being constructed in the Township of Hanover.

The Township and FSHC hereby agree to the following amended terms:

1. The Township's approach to addressing unmet need as described in Paragraphs 8 and 9 of the February 5, 2019 settlement agreement shall be amended to remove the required overlay zoning of Block 8503, Lots 3, 4, and 7, and Block 8305, Lots 6, 7.01, and 8 which previously required that the Township must permit residential up to 11 du/a and require a 20% set-aside.
2. The Township's approach to addressing unmet need as described in Paragraphs 8 and 9 of the February 5, 2019 settlement agreement shall be amended to insert a requirement to permit additional residential development on the River Park property as follows:
 - a. River Park (Block 3801 Lot 2 and Block 4101 Lots 1 and 23) – the Township entered into a settlement agreement on January 31, 2019 which is described in Paragraph 11(e) of the February 5, 2019 settlement agreement that required family rental residential development of up to 967 units which includes a set-aside of 140 units. In addition, the agreement between the Township and River Park permits the construction of an additional 32 bedrooms of affordable supportive/special needs housing in a separate building or buildings. In furtherance of that agreement, the Township adopted a Redevelopment Plan on December 12, 2019 that permitted 827 market rate units, 140 multifamily affordable housing units, and 32 bedrooms of supportive housing, among other uses.

- b. The Township and River Park have entered into an amended and restated settlement agreement dated May 2020 that requires the adoption of an amended redevelopment plan that permits an additional 500 residential units and requires a 15% set-aside of affordable housing units, among other uses and changes.
 - c. The total development of the total River Park site shall include:
 - i. 1,252 total market rate units between the eastern and western portion of property.
 - ii. 140 multifamily affordable housing units on the eastern parcel which must be provided in accordance with the Uniform Housing Affordability Controls (UHAC) except that the bedroom mix must be evenly split between two bedrooms and three bedrooms units as required in Paragraph 11(e) of the February 5, 2019 agreement between FSHC and the Township and the January 31, 2019 agreement between River Park and the Township.
 - iii. 32 supportive housing bedrooms to be provided in a separate building or buildings on the eastern portion of the property.
 - iv. 75 multifamily affordable housing units on the western portion of the property to be provided in accordance with the Uniform Housing Affordability Controls (UHAC) pursuant to the May 2020 Amended and Restated Settlement Agreement between the Township and River Park.
 - v. This agreement recognizes that the viability of the unmet need mechanism for, and River Park's ability to construct, 250 units (of the 500 units in the western portion of the property) located in the existing pond area upstream from the dam is contingent upon such area being drained as part of the dam removal process and becoming developable.
 - d. The last sentence of Paragraph 11(e) will be removed from the agreement as it no longer applies, this sentence currently reads as follows:

"It is noted that approximately 28 acres of the 88-acre tract will not be developed in the Third Round but may instead be reserved for future uses, including but not limited to, a multi-family inclusionary development and/or commercial development, as may be agreed upon by the Township and River Business Park."
3. The Township's approach to addressing unmet need as described in Paragraphs 8 and 9 of the February 5, 2019 settlement agreement shall be amended to insert a requirement to permit additional residential on the Airport Road site (Alfieri) as follows:
- a. Airport Road (B 4901 L 2, 17, and 19) - the Township and Airport Road previously entered into a settlement agreement dated March 29, 2019 that permitted residential development up to 274 units with a 15% set-aside of 42 family rental affordable housing units.
 - b. The Township and Airport Road have entered into an amended settlement agreement that increases the total residential permitted on the site to 325 total units with a 15% set-aside of 49 family rental affordable housing units.
4. Based upon the foregoing, Paragraph 14 of the February 5, 2019 settlement agreement between FSHC and the Township shall also be amended to increase the amount of very low-income housing to be provided by both River Park and Airport Road in the following ways:
- a. River Park shall provide 9 additional family very low-income units for a total of 28 family very low-income units across the entire development.
 - b. Airport Road shall provide 1 additional family very low-income unit for a total of 7 family very low-income units across the entire development.

5. To the degree that any other items besides those specifically enumerated herein required by the terms of the February 5, 2019 settlement agreement have not yet been completed by the Township in accordance with the terms of the February 5, 2019 settlement agreement, those items, including but not limited to adoption of a revised Housing Element and Fair Share Plan, adopting any applicable ordinances, and amending any applicable redevelopment plans shall be completed no later than July 31, 2020. The parties agree to request the court schedule an amended fairness and final compliance hearing and make a good faith effort with appropriate notice no later than September 2020.
6. All other terms of the February 5, 2019 settlement agreement between FSHC and the Township of Hanover that was approved by the court on May 14, 2019 shall remain in full force and effect.

TO FSHC:

Adam M. Gordon, Esq.
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:

Fred Semrau, Esq.
Dorsey & Semrau, LLC
714 Main Street
P.O. Box 228
Boonton, NJ 07005
Telecopier: (973) 334-1900
Email: fsemrau@dorseysemrau.com

**WITH A COPY TO THE
MUNICIPAL CLERK:**

Joseph A. Giorgio
1000 Route 10
P.O. Box 250
Whippany, NJ 07981
Phone: (973) 428-2467
Email: JGiorgio@hanovertownship.com

Please sign below if these terms are acceptable.

Sincerely,



Adam M. Gordon, Esq.
Counsel for Intervenor/Defendant
Fair Share Housing Center

June 2, 2020
Page 4

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

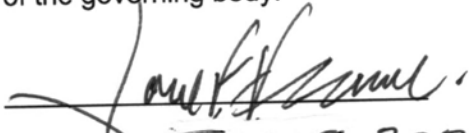

Dated: June 8, 2020

EXHIBIT D



Peter J. O'Connor, Esq.
 Adam M. Gordon, Esq.
 Laura Smith-Denker, Esq.
 David T. Rammner, Esq.
 Joshua D. Bauers, Esq.
 Bassam F. Gergi, Esq.

March 2, 2021

Fred Semrau, Esq.
 Dorsey & Semrau, LLC
 714 Main Street
 P.O. Box 228
 Boonton, NJ 07005

Re: In the Matter of the Application of the Township of Hanover, County of Morris, Docket No. MRS-L-1635-15

Dear Mr. Semrau:

This letter memorializes the terms of a second amended agreement ("Agreement") reached between the Township of Hanover ("Township" or "Hanover"), the declaratory judgment plaintiff, and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this and earlier settlement agreements, a defendant in this proceeding. This Agreement, if and when approved by the court at a fairness hearing, will supersede the previous agreements dated February 5, 2019 and previously approved by the Court, as to the terms specifically amended by this Agreement and the June 2, 2019 Amended Settlement Agreement. All terms from both the original settlement agreement and the amended settlement agreement not specifically amended by this Agreement will remain in full force and effect as previously approved by the Court.

The Township and FSHC have entered into this amended agreement because the parties agree that it will result more quickly in additional affordable housing units being constructed in the Township of Hanover.

The Township and FSHC hereby agree to the following amended terms:

1. The Township's approach to addressing its Third Round realistic development potential (RDP) of 550 units as described in the chart in Paragraph 7 and Paragraph 11(d) of the February 5, 2019 settlement agreement shall be amended for the purposes of identifying the new location of the sixty (60) age-restricted affordable housing units.
2. The February 5, 2019 Settlement Agreement identified Block 4001 Lots 11, 12, and 14, and Block 8803 Lot 17 as the location of a mixed-use development that would include 190 total residential units including 60 age-restricted affordable housing units. These provisions will be amended as follows:
 - a. JMF/Pine Plaza will construct sixty (60) total market rate units on the Pine Plaza site (Block 4001 Lots 11, 12, & 14, and Block 8803 Lot 17). Additional commercial development may also be permitted on the Pine Plaza site.
 - b. JMF/CK1 will also construct two hundred ten (210) total residential units on the Park Avenue site (Block 4802 Lot 2), of which sixty (60) will be affordable age-restricted units.
 - c. The parties agree that these two residential developments will be considered as one development with two hundred seventy (270) total units (210 + 60 = 270) with

- an approximately 22% set-aside and phased in accordance with Paragraph 8 of the amended agreement between the Township and JMF ACQUISITIONS, LLC, HANOVER TOWNE CENTER, LLC, CEDAR KNOLLS 1, LLC (collectively "JMF").
- d. Paragraph 11(d) of the February 5, 2019 Settlement Agreement identified a number of municipal land-use steps that would need to be taken in order to bring this development to fruition. Those provisions of the February 5, 2019 Settlement Agreement are specifically amended to include and incorporate by reference the terms of the amended agreement between the Township and JMF.
 - e. The parties agree that the sixty (60) age-restricted affordable housing units will be developed in accordance with the requirements of the regulations of COAH and Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1, et.seq. with the exception that 13% of the units shall be affordable to very low income households pursuant to the NJ Fair Housing Act.
 - f. The parties agree that any additional age-restricted affordable housing units that may be developed on Block 9102 Lot 5, as set forth in the amended agreement between the Township and JMF, shall be permitted to be credited toward a future Fourth Round affordable housing obligation in accordance with then applicable law and shall not be required to be credited toward the Township's Third Round Prospective Need Obligation.
3. The charts demonstrating conformance with very low-income requirements at Paragraph 14 of the February 2019 agreement shall be amended to identify the proposed JMF units as being located on Park Avenue.
 4. To the degree that any other items besides those specifically enumerated herein required by the terms of the February 5, 2019 settlement agreement or the June 2, 2020 amended settlement agreement have not yet been completed by the Township in accordance with the terms of those agreements, those items, including but not limited to adoption of a revised Housing Element and Fair Share Plan, adopting any applicable ordinances, and amending any applicable redevelopment plans shall be completed no later than February 28, 2021. The parties agree to request the court schedule an amended fairness and final compliance hearing and make a good faith effort with appropriate notice no later than April 2021.
 5. The parties agree that the RDP calculated in the February 5, 2019 Settlement Agreement shall remain 550-units and the unmet need shall remain at 425-units.
 6. All other terms of the February 5, 2019 settlement agreement between FSHC and the Township of Hanover that was approved by the court on May 14, 2019 and the June 2, 2020 amended settlement agreement shall remain in full force and effect.

TO FSHC:

Adam M. Gordon, Esq.
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:

Fred Semrau, Esq.
Dorsey & Semrau, LLC
714 Main Street
P.O. Box 228
Boonton, NJ 07005
Telecopier: (973) 334-1900

March 2, 2021
Page 3

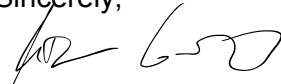
Email: fsemrau@dorseysemrau.com

**WITH A COPY TO THE
MUNICIPAL CLERK:**

Joseph A. Giorgio
1000 Route 10
P.O. Box 250
Whippany, NJ 07981
Phone: (973) 428-2467
Email: JGiorgio@hanovertownship.com

Please sign below if these terms are acceptable.

Sincerely,



Adam M. Gordon, Esq.
Counsel for Intervenor/Defendant
Fair Share Housing Center

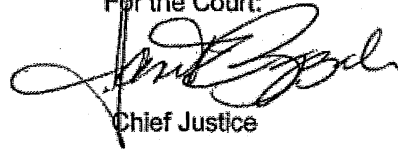
On behalf of the Township of Hanover, with the authorization
of the governing body:

Dated: _____

SUPREME COURT OF NEW JERSEY

Pursuant to Rule 1:13-2(a), it is ORDERED that the payment of filing fees, other fees, and charges of public officers for service of process in connection with actions filed by the Fair Share Housing Center shall be waived; this Order is effective immediately and until further order of the Court.

For the Court:

A handwritten signature in black ink, appearing to read "Michael S. Zappala", is written over the printed text "For the Court:" and "Chief Justice".

Chief Justice

Dated: January 16, 2007

