

LITIGATION SETTLEMENT AGREEMENT

*Fair Share Housing Center, Inc. v. The Township of Haddon, the
Planning/Zoning Board of Haddon Township and Fieldstone
Associates, LP d/b/a Towne Center at Haddon Urban Renewal, LLC,
Docket No. CAM-L-4888-11*

This Litigation Settlement Agreement (the "Agreement") made on June ____, 2015 by and among Fieldstone Associates, LP (a Pennsylvania Limited Partnership) d/b/a Towne Center at Haddon Urban Renewal, LLC (collectively "Fieldstone"), a limited liability company of the State of New Jersey, with business addresses of 1065 Route 22 West, Bridgewater, NJ 08807; the Township of Haddon ("Township"), a New Jersey municipal corporation with a principal address of 135 Haddon Avenue, Westmont, NJ 08108; the Planning Board of the Township of Haddon ("Planning Board"), a New Jersey municipal planning board having an address of 135 Haddon Avenue, Westmont, NJ 08108; and Fair Share Housing Center, Inc., ("FSHC"), a not for profit corporation with a business address of 510 Park Avenue, Cherry Hill, NJ 08002.

WHEREAS (1st), Fieldstone is the contract purchaser and redeveloper of property within the Township, which property was designated on the tax map of the Township as Block 21.05, Lots 43-47 and Block 21.06, Lots 12-15, 17-22 and 24-30, but has been consolidated by action of the Township and is now known as Block 21.05, Lot 43 and Block 21.06, Lot 12 ("Property");

WHEREAS (2nd), on November 26, 2002, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") the Township designated the Property as a "Redevelopment Area" as such a term is defined by the LRHL;

WHEREAS (3rd), on November 26, 2002, the Township adopted a redevelopment plan for the Property (the "Redevelopment Plan");

WHEREAS (4th), pursuant to the Redevelopment Plan, the anticipated redevelopment of the Property was to consist of approximately two hundred and one (201) market rate residential units and 24,000 square feet of non-residential commercial space (the "Project"), without the inclusion of any affordable housing units, as the terms "affordable housing unit" is defined by the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., and the regulations of the Council on Affordable Housing ("COAH");

WHEREAS (5th), Although disputed by FSHC, at the time of the adoption of the Redevelopment Plan, the Township contends that it believed it had sufficient credits under COAH's 2nd Round rules as established by judicial order to meet its affordable housing obligations with regard to this Project, and the Redevelopment Plan for this Property did not include affordable housing units;

WHEREAS (6th), on November 10, 2003, as modified and readopted in 2006, the Township and Fieldstone entered into a redevelopment agreement in order to implement the purchase,

development, construction, operation and management of the Project (the "Redevelopment Agreement");

WHEREAS (7th), the Redevelopment Agreement, including the approved conceptual plan annexed thereto did not require or include the development of any affordable housing units within the Project;

WHEREAS (8th), on April 23, 2007, pursuant to the LRHL and the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the Township and Fieldstone entered into a financial agreement to assist in the development of the Project (the "Financial Agreement");

WHEREAS (9th), on or about September 3, 2009, Fieldstone received preliminary site plan approval for the Project, which approval was consistent with the terms of the Redevelopment Plan and proposed the construction of two hundred one (201) market rate, residential units with 24,000 square feet of commercial space and attendant improvements;

WHEREAS (10th), by Resolution adopted on June 2, 2011, the Township Planning Board granted Final Site Plan approval for the Project (the "Approval");

WHEREAS (11th), on or about January 22, 2009, the Township initiated *In the Matter of the Application of the Township of Haddon, County of Camden, Docket L-514-09* (the "Declaratory Action") for the purpose of obtaining a judgment of compliance

and repose pursuant to the FHA, and the *Mount Laurel* Doctrine, as the *Mount Laurel* Doctrine is articulated in *Southern Burl. Co. NAACP v. Tp. of Mount Laurel*, 67 N.J. 151 (1975) ("*Mount Laurel I*"); *Southern Burl. Co. NAACP v. Tp. of Mount Laurel*, 92 N.J. 158 (1983) ("*Mount Laurel II*") for the compliance period of 1999-2018;

WHEREAS (12th), FSHC intervened in the Declaratory Action and objected to the Township's attempts to receive a judgment of compliance and repose;

WHEREAS (13th), Fieldstone did not intervene in the Declaratory Action;

WHEREAS (14th), on September 26, 2011, FSHC filed a lawsuit challenging the Approval and the Redevelopment Plan for the Property, which lawsuit was captioned *Fair Share Housing Center, Inc. v. The Township of Haddon, the Planning/Zoning Board of Haddon Township, and Fieldstone Associates, LP d/b/a Towne Center at Haddon Urban Renewal, LLC*, Docket No. L-4888-11 (the "FSHC Action");

WHEREAS (15th), in the FSHC Action, FSHC alleged in pertinent part that the Approval and the Redevelopment Plan were required to mandate that the Project include a certain number of affordable housing units;

WHEREAS (16th), Fieldstone and the Township maintain that the Project, pursuant to the Approval, Redevelopment Plan and/or

the Redevelopment Agreement, is not required to include affordable units;

WHEREAS (17th), during the pendency of the FSHC Action, the Parties began to discuss the potential for settlement;

WHEREAS (18th), as a result of such settlement discussions, the Parties have reached an agreement to provide for the incorporation of affordable housing units both within the Project and, if required to meet its Third Round obligation, elsewhere in the Township;

WHEREAS (19th), the process by which the Parties contemplated pursuing a settlement and the general terms of a potential settlement were placed on the record before the Court on May 11, 2015;

WHEREAS (20th), this Agreement is contingent upon Court approval of this Agreement and other actions set forth below;

WHEREAS (21st), the Township intends to dismiss without prejudice the Declaratory Action, and file a new declaratory judgment action by July 8, 2015 so that review of its Third Round plan will proceed based upon the provisions of the New Jersey Supreme Court holding for towns participating before COAH in *In re Adoption of N.J.A.C. 5:96 & 5:97 by the New Jersey Council on Affordable Housing*, 221 N.J. 1 (2015).

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms and conditions provided herein, it is agreed

by and among Fieldstone, the Township, the Planning Board and FSHC as follows:

1. INCORPORATION OF RECITALS

The Parties incorporate the foregoing recitals as incorporated herein and made a part hereof.

2. PURPOSE OF AGREEMENT

As more specifically defined herein, the purpose of this Agreement is to establish a process by which the Township and the Planning Board may contemplate a settlement upon the terms and conditions set forth herein, subject to all necessary public hearings and municipal approvals. For the sake of clarity, the terms establishing processes in this document are intended to be binding on the Parties, but the substantive terms and conditions of the settlement set forth herein do not become binding upon the Parties until such time as all of the actions set forth in Paragraph 3 below have all been satisfactorily completed culminating in Fieldstone receiving final approvals for the amended Project described herein.

The settlement contemplated by the Parties shall provide a maximum of thirty-eight (38) units of non-age restricted affordable housing. Twenty-five (25) of those thirty-eight (38) units shall be developed, constructed and managed by Fieldstone on-site as a component of the Project, irrespective of the Township's ultimate Third Round fair share obligation, provided

that Fieldstone completes construction of the amended Project described herein. To the extent necessary to satisfy the Township's Third Round fair share obligation ("Third Round obligation" or "obligation"), if any, as recognized by the Township within the declaratory judgment action or otherwise as determined by a court of competent jurisdiction in a declaratory judgment action or other appropriate proceeding, which later determination shall control, the remaining thirteen (13) affordable units shall be developed, constructed and managed off-site by the Township, at no cost to Fieldstone. The Township acknowledges its intention to file a new declaratory judgment action by July 8, 2015 so that review of its Third Round plan will proceed based upon the provisions of the New Jersey Supreme Court holding for towns participating before COAH in *In re Adoption of N.J.A.C. 5:96 & 5:97 by the New Jersey Council on Affordable Housing*, 221 N.J. 1 (2015).

It is the Township's intent to produce these thirteen (13) off-site units through a third party, and the Township acknowledges the obligation is enforceable by Plaintiff against the Township to the extent necessary to satisfy the Township's Third Round obligation, even when a third-party is engaged to develop the units. The determination of whether the provision of the thirteen (13) off-site units is required shall be based on the Township's Third Round obligation, if any. The Township

may not eliminate the necessity for these units through a vacant land adjustment, durational adjustment, or application of any permitted cap on the Third Round obligation. The Township may produce these units by any means permitted by COAH regulations or otherwise approved by a court of competent jurisdiction, provided that FSHC reserves the right to challenge in the declaratory judgment action the validity of compliance mechanisms not present in COAH's regulations at N.J.A.C. 5:93 & 5:97 and the validity of compliance mechanisms that have been invalidated by a New Jersey court, as of the date the additional thirteen (13) off-site new construction units are provided which may be part of addressing its future Third Round fair share obligation as may be established by statute, regulation or order of a court with appropriate jurisdiction. New construction units may include but are not limited to new units, reconstructed units and market-to-affordable units (both rental and for-sale), and shall not include crediting of units that are already deed restricted or otherwise currently creditable as affordable housing under COAH regulations or the Fair Housing Act of 1985.

Fieldstone commits to work cooperatively with the Township to identify one or more sites suitable for development of the thirteen (13) off-site units. Fieldstone shall work with the Township in good faith to develop an economic framework,

including land costs, potential subsidies, grants, tax incentives and financing pursuant to which Fieldstone would agree to develop, construct and manage the thirteen (13) off-site units. In the event Fieldstone fails to satisfy the obligations assumed by it with regard to the thirteen (13) off-site units, the Township agrees to assume those obligations to the extent necessary to satisfy the Township's Third Round obligation, if any. Fieldstone's failure to perform with regard to the thirteen (13) off-site units shall not reduce the Township's obligations to develop the thirteen (13) off-site units if a Court determines such units are necessary to satisfy the Township's Third Round obligation. In the event the Township determines that it is required to produce these thirteen (13) off-site units in order to satisfy its Third Round obligation or in the event that a judicial determination is rendered that calculates the Township's Third Round obligation and results in an obligation that will require the Township to produce these thirteen (13) off-site units in order to satisfy its Third Round obligation, the Township shall prepare a revised housing element and fair share plan setting forth the realistic opportunity for the provision of the thirteen (13) off-site affordable units, which plan shall be submitted by the Township by December 9, 2015 or, at the latest, within 120 days of the judicial determination.

3. CONTINGENCIES TO THE AGREEMENT.

Certain amendments to the Redevelopment Plan, the Redevelopment Agreement, the Financial Agreement and the Project site plan are necessary, including a reduction to the commercial component of the Project to 12,500 square feet and an increase in the number of residential rental units to a maximum of 252 units. Accordingly, this agreement to incorporate twenty-five (25) units of affordable housing into the Project is contingent upon the following: (i) the Township adopting a revised Redevelopment Plan incorporating the Project Plan in substantially the same form as the concept plan annexed hereto as Exhibit "B" (the "Amended Project Plan"); (ii) the Township entering into a revised Financial Agreement with Fieldstone; (iii) the Township entering into an Amended Redevelopment Agreement with Fieldstone; and, (iv) Preliminary/Final Site Plan Approval of the Amended Project Plan. Fieldstone shall construct, deed restrict and administer twenty-five (25) units of affordable housing within the maximum of 252 rental unit Project and, the Township shall develop thirteen (13) off-site affordable units in the Township to the extent necessary to meet its Third Round obligation. At such time as this Agreement has received court-approval, the ancillary agreements (i.e., Amended Financial Agreement, Second Amendment to the Redevelopment Agreement, and Amended Redevelopment Plan) are adopted by the

Township and executed by the appropriate signatories thereto, and Fieldstone has received preliminary/final site plan approval of the Amended Project Plan from the Planning Board (with all appeal periods having expired): (i) FSHC shall dismiss, with prejudice, the FSHC Action; and (ii) Fieldstone shall support the Township's efforts to obtain a Judgment of Compliance and/or Repose in a declaratory judgment action filed by the Township, without cost to Fieldstone.

4. PROCESS FOR CONTEMPLATION OF SETTLEMENT BY THE PARTIES.

The Parties to this Agreement intend to pursue the satisfaction of the contingencies set forth in Paragraph 3 above substantially consistent with the estimated process milestones set forth in Exhibit "D", annexed hereto.

5. COURT APPROVAL AND MOUNT LAUREL FAIRNESS HEARING AS TO SETTLEMENT OF LITIGATION; AND LIMITATION OF PROCEEDINGS.

a. **Fairness Hearing to be Conducted.** The obligations of the Parties under this Agreement are contingent upon Court approval of this Agreement following a Fairness Hearing to be conducted on September 1, 2015 at 1:30 p.m. or as thereafter adjourned in accord with applicable case law, including, but not limited to the procedures prescribed by the Appellate Division in *East/West Ventures v. Township of Fort Lee*, 286 N.J. Super. 311 (App. Div. 1996) and associated case law. The Parties agree to cooperate and participate in the

defense of any challenge to or appeal of the contemplated Court approval, this Agreement, the amendment to the Financial Agreement, the amendment to the Redevelopment Plan and Redevelopment Agreement, the amended site plan approval or any related implementing action. Each Party shall be responsible for its own costs and expenses associated with seeking Court approval for and implementing this Agreement, including any litigation defense costs, except as otherwise provided herein. This provision shall not be construed to preclude the joint representation of the Township and the Planning Board in any litigation or other proceeding. All decisions as to strategy as to particular actions to be taken in defense of any litigation shall be within the sole discretion of each Party.

b. **Limitation of Proceedings.** The Parties acknowledge that upon execution, Court approval and finalizing this Agreement through the steps specified in Paragraph 4 and Exhibit D of this Agreement, the FSHC Action shall be dismissed with prejudice. FSHC reserves any and all rights in a declaratory judgment action filed by the Township subject to the limitations set forth at Paragraph 8 in this Agreement.

6. **OBLIGATIONS OF THE TOWNSHIP**

a. **Consideration of Amendment to Financial Agreement.** On or before August 31, 2015, the Township shall consider for adoption a revised form of Financial Agreement,

consistent with the terms outlined in the First Amendment to Financial Agreement, a true copy of which is attached as Exhibit "A," hereto.

b. Consideration of Amendment to Redevelopment Plan and Redevelopment Agreement. On or before August 31, 2015, the Township shall consider for adoption, a revised Redevelopment Plan consistent with the concept plan and bulk zoning standards annexed hereto as Exhibit B, and a revised form of Redevelopment Agreement, consistent with the terms outlined in the Second Amendment to Redevelopment Agreement, a true copy of which is attached as Exhibit "C," hereto.

c. Project Deemed Inclusionary. The Township acknowledges and agrees that with inclusion of twenty-five (25) family affordable units, the Project shall be inclusionary and, as such, shall be exempt from the imposition of any residential, affordable housing development fees.

d. Township's Commitment to Revise Housing Element and Fair Share Plan. The Township shall prepare a revised housing element and fair share plan setting forth eligible compliance mechanism(s) to detail the Township's realistic opportunity for the provision of up to the thirteen (13) off-site affordable units to the extent such units are deemed necessary for the satisfaction of the Township's Third Round obligation as recognized by the Township or as determined by a

court of competent jurisdiction, which later determination shall control. The revised plan shall be submitted to the Court by the Township on or before December 9, 2015 or, at the latest, within 120 days of the judicial determination of the municipality's Third Round obligation for Court approval in a declaratory judgment action. Haddon Township agrees to file a revised Third Round plan as set forth above. Fair Share Housing Center may participate in that proceeding in any fashion permitted by law with regard to any matter not specifically settled by this agreement or the agreement approved by the Superior Court on August 20, 2013 involving Rose Hill Estates.

e. Township's Commitment to Produce Thirteen (13) Affordable Units in Addition to Twenty-Five (25) Units within Project. In addition to the twenty-five (25) affordable housing units to be produced in the Project, the Township commits to the production through a third party of a maximum of thirteen (13) new construction affordable housing units, which shall not be age restricted, at other location(s) within the Township to the extent such units are necessary to meet the Township's Third Round fair share obligation. New construction methods may include but are not limited to new units, reconstructed units and market-to-affordable units (both rental and for-sale), provided that if the Township chooses to meet the obligation using market-to-affordable units, it agrees that those units

will be provided in the largest of the three non-contiguous portions of Haddon Township. The Township may produce these units by any means permitted by COAH regulations or otherwise approved by a court of competent jurisdiction, provided that FSHC reserves the right to challenge in the declaratory judgment action the validity of compliance mechanisms not present in COAH's regulations at N.J.A.C. 5:93 & 5:97 and the validity of compliance mechanisms that have been invalidated by a New Jersey court, as of the date the additional thirteen (13) off-site units are provided which may be part of addressing its future Third Round fair share obligation as may be established by statute, regulation or order of a court with appropriate jurisdiction. Fieldstone shall assist the Township as set forth in Paragraph 2, above. In accordance with the determination of necessity as set forth herein, if needed, the additional thirteen (13) affordable housing units shall be rental units (except that any three bedroom units may also be for sale) and available for lease or occupancy on or before two (2) years from the date the Township receives substantive certification or a Judgment of Compliance and/or Repose for its Third Round housing element and fair share plan, however in the event that the Township has exhausted all opportunities to provide or find three-bedroom rental housing opportunities, and has provided 30-days written notice as addressed below regarding the exhaustion

of all such opportunities prior to proceeding with for-sale units, the Township may provide one (1) or more of the three (3) required three-bedroom units as for-sale affordable housing units. Of the thirteen (13) aforementioned off-site affordable housing units, three (3) of those units shall be three (3) bedroom units, two (2) may be one (1) bedroom units and the remaining units shall be two (2) or three (3) bedroom units. The Township agrees to provide the three-bedroom units to households with five (5) or more members, but may provide them to smaller households if households with five (5) or more members have not applied or are not eligible to rent the unit in accordance with the Uniform Housing Affordability Controls at N.J.A.C. 5:80-26.4(c). The Township may produce the thirteen (13) off-site affordable units by any means permitted by COAH regulations or the regulations or otherwise approved by a court of competent jurisdiction, provided that FSHC reserves the right to challenge in the declaratory judgment action the validity of compliance mechanisms not present in COAH's regulations at N.J.A.C. 5:93 & 5:97 and the validity of compliance mechanisms that have been invalidated by a New Jersey court, as of the date the Township provides the thirteen (13) off-site units of affordable housing, or any portion thereof, which may be part of addressing its future third round fair share obligation as may

be established by statute, regulation or order of a court with appropriate jurisdiction.

f. Reservation of Rights and Non-Waiver Regarding Third Round Crediting. The Township reserves any and all of its rights to claim prior cycle credits as established by the Township's Court-approved second round Judgment of Repose issued on March 6, 2001, and any and all age-restricted credits or bonuses pursuant to applicable COAH regulations for the Third Round. Nothing contained in this Agreement, or any agreements or actions in connection with this Agreement by the Township, shall be construed as waiving the Township's rights in this regard. FSHC reserves any and all of its rights to claim that the Township is not entitled to prior cycle credits as established by the Township's Court-approved second round Judgment of Repose and otherwise to challenge claims to credits or bonuses that are not specifically settled by this agreement or the agreement approved by the Superior Court on August 20, 2013 involving Rose Hill Estates. Nothing contained in this Agreement, or any agreements or actions in connection with this Agreement by FSHC, shall be construed as waiving FSHC's rights in this regard.

g. Inclusionary Zoning. At the time of submission of the Township's third round fair share plan, and only in the event it is needed to meet the Township's Third Round obligations, including any unmet need if the Township obtains a

vacant land adjustment, the Township will amend its zoning ordinance to provide a 15% for rental or 20% for sale affordable housing set aside at the PATCO site identified as follows on the Township's tax maps:

Block	Lot(s)
19.01	7
19.14	8
20.02	5
21.12	1
21.14	10, 11, 12, 13
21.15	1
22.01	1, 10
3599	3, 4

7. OBLIGATIONS OF FIELDSTONE

a. **Commencement of Project Construction.** Fieldstone shall commit to commence construction of the Project no later than sixty (60) days following Closing, subject to force majeure, provided all other conditions of this Agreement and the conditions of the Redevelopment Agreement, Redevelopment Plan, Financial Agreement and revised site plan approvals have been met, and that all said documents have been duly executed.

b. **Incorporation and Deed Restriction of Twenty-Five (25) Affordable, Family Rental Housing Units Within the Project.** Regardless of what Haddon's Third Round obligation is calculated to be, Fieldstone agrees that its project with a maximum of 252 units, if approved, containing at most 227 market rate rental units shall also include twenty-five (25) units of affordable,

family rental housing interspersed within the Project. Of those twenty-five (25) units of affordable housing, which shall not be age-restricted, twelve (12) units shall be reserved for occupancy by moderate income households; ten (10) units shall be reserved for occupancy by low income households; and three (3) units shall be reserved for occupancy by a very low income household. The mix and occupancy of the twenty-five (25) affordable units shall comply with the requirements of the UHAC and COAH regulations, as applicable. The terms "moderate income" and "low income" shall be in accordance with the provisions of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") and the term "very low income" pursuant to N.J.S.A. 52:27D-329.1. The twenty-five (25) units of affordable housing within the Project shall be deed restricted for a period of thirty (30) years from the date upon which a certificate of occupancy was issued for the specific building housing the affordable unit. Upon the vacancy of any affordable units following the expiration of the thirty (30) year income restriction period, the rent to be charged shall be in accordance with the balance of the free market units and not subject to the terms of this Agreement or any other special restrictions.

c. **Administration of the Project.** Fieldstone shall perform all administrative tasks associated with the twenty-five

(25) affordable units within the Project. The administrative tasks shall include, but are not limited to promptly carrying out the following: (i) affirmatively marketing the affordable units as set forth in the UHAC regulations; (ii) screening potential applicants for the units to ensure that they qualify as moderate income, low income or very low income households; (iii) pricing the units at affordable rates; (iv) ensuring that the affordable units are properly deed restricted; (v) overseeing re-renting of the units to insure that subsequent renters qualify as affordable tenants; (vi) enforcing any and all other UHAC requirements as to the affordability and leasing of the units and (vii) providing unit and project monitoring as required by COAH on an annual basis to the Township's municipal housing liaison no later than February 15th of each calendar year. Fieldstone shall prepare an affirmative marketing plan and submit such plan at least 90 days prior to the start of the affirmative marketing of the affordable units to the Township for approval. Township approval shall not be unreasonably withheld. All costs related to the administrative tasks associated with Fieldstone's administration of the twenty-five (25) on-site affordable units in the Project shall be borne by Fieldstone.

d. Bedroom Distribution.

i. **On-Site Affordable Units.** Of the twenty-five (25) affordable units to be incorporated within the Project, five (5) units shall be one (1) bedroom units; fifteen (15) units shall be two (2) bedroom units; and five (5) units shall be three (3) bedroom units. At least eight (8) of the low-income units or very low-income units shall be two (2) bedroom units. One (1) of the one (1) bedroom units, one (1) of the two (2) bedroom units, and one (1) of the three (3) bedroom units shall be very low income units. At least three (3) of the three (3) bedroom units shall be low or very low income units. There shall be a minimum of four (4) affordable units in at least five (5) buildings.

ii. **Off-Site Affordable Units.** Of the maximum of thirteen (13) affordable units to be provided off-site by the Township, two (2) units may be one (1) bedroom units; at least four (4) units shall be two (2) bedroom units; and three (3) units shall be three (3) bedroom units. The balance of the units shall be either two- or three-bedroom units. At least four (4) of the low-income units or very low-income units shall be two (2) bedroom units. At least two (2) of the three (3) bedroom units shall be low income or very low-income units. The mix and occupancy of the thirteen (13) affordable units shall comply with the requirements of the UHAC and COAH regulations, as applicable.

e. **Phasing of the On-Site Affordable Units.** COAH's phasing requirements permit fifty-six (56) of the 227 market-rate units in the inclusionary development to be constructed and issued certificates of occupancy prior to the completion of any affordable units. The overall phasing schedule for a total of 252 units (with 227 market-rate units) is as shown below:

Percent Affordable Units Completed (actual number)	Percent Market-Rate Units Completed (actual number)
0% (0)	25% (56)
10% (3)	25% + 1 (57)
50% (13)	50% (113)
75% (19)	75% (170)
100% (25)	90% (204)
	100% (227)

f. **Construction of Project in Accordance with Approval.** Fieldstone and the Township agree that the incorporation of the required twenty-five (25) affordable units within the Project will require modifications to the current site plan that was the subject of the Approval. Accordingly, Fieldstone agrees that upon adoption of the revised Redevelopment Plan, revised Redevelopment Agreement and revised Financial Agreement to proceed to prepare an amended site plan for the Project (consistent with the amended Redevelopment Plan and 2nd Amendment to the Redevelopment Agreement). Within thirty (30) days of the adoption of the revised Redevelopment Plan,

Redevelopment Agreement and Financial Agreement, Fieldstone shall submit a complete application to the Planning Board for preliminary/final amended Site Plan approval, and the Township agrees to cooperate with Fieldstone to proceed accordingly, pursuant to the estimated milestones set forth in Paragraph 4 above and Exhibit "D", annexed hereto.

g. Adoption of Amended Redevelopment Plan, Execution of Amendment to Financial Agreement and Amended Redevelopment Agreement. Within five (5) business days of the Township's adoption of the First Amendment to Financial Agreement (Exhibit "A"); the Amended Redevelopment Plan (Exhibit "B"); and the Second Amendment to Redevelopment Agreement' (Exhibit "C"), Fieldstone agrees to execute such Amendments provided each is adopted as set forth at Exhibits "A," "B" and "C," hereto. If the Amendments to the Financial Agreement and Redevelopment Agreement adopted by the Township are not in the form prescribed by Exhibits "A" and/or "C," or the amended Redevelopment Plan is not consistent with Exhibit "B", then neither Fieldstone nor the Township shall have an obligation to execute same, and this Agreement shall be null and void.

h. Sufficient Compensatory Benefits. Fieldstone acknowledges that the terms of this Agreement (and attached exhibits) shall constitute sufficient compensatory benefit to develop, construct and administer twenty-five (25) affordable

family rental housing units on-site and Fieldstone shall seek no additional compensatory benefits from the Township for the required on-site production and 30-year administration of the twenty-five (25) affordable units.

i. **Attorney's Fees.** Fieldstone agrees to pay FSHC \$60,000 for attorney's fees, which are payable 14 days after site plan approvals for the Project contemplated in this Agreement have been secured by Fieldstone and any and all periods of appeal have run. In the event Fieldstone for whatever reason elects not to pursue site plan approvals and to abandon this project prior to obtaining site plan approvals, but after the Amended Redevelopment Plan has been adopted, Fieldstone agrees to pay FSHC \$60,000 in attorney fees on or before January 1, 2016.

8. OBLIGATIONS OF FSHC

a. **Dismissal of Complaint, Support of Fieldstone's Amended Development Approvals and Support of Township's Affordable Housing Crediting.** Within ten (10) days of this Agreement receiving court-approval through a fairness hearing and the ancillary agreements (i.e., Amended Financial Agreement, Second Amendment to the Redevelopment Agreement, and Amended Redevelopment Plan) being adopted by the Township and executed by the appropriate signatories thereto the Amended Project Plan having received preliminary/final site plan approval, and

Fieldstone having provided notice to all parties that it relinquishes the preliminary and final site plan approvals received by it in 2009 and 2011, FSHC agrees to dismiss, with prejudice, its Complaint in the FSHC Action. FSHC agrees to forbear from challenging Fieldstone's amended development approvals and any action by the Parties in approving any action in connection with this Agreement as long as approvals and actions are consistent with same.

b. Support of Township's Claim for Credits for Affordable Units within the Project. FSHC agrees to support any claim by the Township, in the Declaratory Action or other proceedings, for credits that the Township may seek in connection with the twenty-five (25) affordable, rental units to be constructed within the Project. FSHC further agrees to support any Township claim for any and all bonuses available to the Township pursuant to applicable COAH regulations, provided that the Parties reserve their rights to argue as to which version or versions of COAH's regulations applies to credits and bonuses.

c. Support of the Township's Claim for Credits for Additional Off-Site Affordable Units. In light of the Township's commitment to produce thirteen (13) off-site affordable units in the Township pursuant to this Agreement to the extent such units are necessary to satisfy the Township's

Third Round fair share obligation, FSHC agrees that this is a valid approach to such future affordable housing production. Upon the Township's adoption of a revised plan setting forth a realistic opportunity for the provision of the thirteen (13) off-site affordable units required pursuant to this Agreement to the extent such units are necessary to satisfy the Township's obligation, FSHC agrees to support any claim by the Township, in a declaratory judgment action or other proceedings, for credits that the Township may seek in connection with the additional thirteen (13) off-site affordable units to be produced by the Township or a third party. FSHC further agrees to support any Township claim for any and all bonuses available to the Township pursuant to applicable COAH regulations, provided that the Parties reserve their rights to argue as to which version or versions of COAH's regulations applies to credits and bonuses.

d. **Support of Township's Request for an Extension of Temporary Immunity.** In light of the Township's efforts in settling this Action and the action involving Rose Hill Estates, which received court-approval on August 20, 2013, and provided this Agreement is executed by the Parties no later than June 11, 2015 (subject to approval of the exhibits annexed hereto), FSHC agrees to support the Township's request for the entry of an Order granting the Township temporary immunity from *Mount Laurel* litigation until such time as the Township files a new

declaratory judgment action and through and including July 8, 2015 so that review of its Third Round plan will proceed based upon the provisions of the New Jersey Supreme Court holding for towns participating before COAH in *In re Adoption of N.J.A.C. 5:96 & 5:97 by the New Jersey Council on Affordable Housing*, 221 N.J. 1 (2015). The Township has requested a grant of temporary immunity that will remain in effect through and including July 8, 2015 in the Declaratory Action by way of consent order circulated among the parties and filed by the Court on _____, 2015.

9. OBLIGATIONS OF PLANNING BOARD

a. Further Review of Project. The Parties agree that the incorporation of twenty-five (25) affordable units within the Project will require material changes to the terms of the Approval, as the Project must be altered from the design, makeup and scope previously approved by the Planning Board and memorialized in the Approval. The Planning Board agrees to expeditiously process and review the development application(s) to be filed by Fieldstone. Such expeditious review shall include a determination of completeness of such development application within fifteen (15) days of receipt thereof and formal action of any such development application within thirty (30) days of a completeness determination. The period of time for the Planning Board to take formal action on any development

application submitted by Fieldstone may be extended by written consent of all the Parties hereto provided that Fieldstone and the Planning Board are diligently and in good faith pursuing their respective obligations as set forth herein. In connection with any development application review proceedings, Fieldstone shall not be required to pay any application or professional review fees. Notwithstanding the foregoing, Fieldstone shall pay any and all other application, escrow, permit and approval fees in connection with the Project as required by law or ordinance.

b. **Project Deemed Inclusionary.** The Planning Board acknowledges and agrees that with inclusion of twenty-five (25) affordable units, the Project shall be inclusionary and, as such, shall be exempt from the imposition of any residential, affordable housing development fees.

10. **LIMITATIONS OF THIS AGREEMENT.**

In the event that Fieldstone does not receive final site plan approval by October 31, 2015, any Party shall have the right to continue the litigation by asking the Court to schedule a hearing in this matter and the matter shall return to the status quo ante. All Parties waive any claims regarding statute of limitations, laches, claim preclusion, and other bars to the continued adjudication of this matter in the event that Fieldstone does not receive final site plan approval by October 31, 2015. The October 31, 2015 deadline may be extended with

the written consent of all Parties hereto, provided that the Parties are diligently and in good faith pursuing their respective obligations as set forth herein.

The Parties agree that the terms and conditions of this agreement are limited to the project contemplated by this agreement being developed by Fieldstone or its assignees or successors in interest. In the event that (1) Fieldstone or its assignees or successors in interest have relinquished or lost the rights to develop the site and (2) the Amended Redevelopment Plan, Amended Redevelopment Agreement, and site plan approvals are no longer in effect or valid, this Agreement shall be voided and the matter shall return to the status quo ante. If this Agreement is voided, the Township shall have the right to eliminate any and all inclusionary zoning on the Fieldstone site that requires any affordable housing set aside regardless of the Township's third round affordable housing obligation which is to be determined. If this Agreement is voided, FSHC shall have the right to argue that the Fieldstone site is required to be zoned for the inclusion of affordable housing at any set aside level under any source of applicable rules, statutes, or case law and shall have the right to challenge any actions taken with regard to the use of the site by Haddon Township or any other body or entity.

Nothing contained in this Agreement, or any agreements or actions in connection with this Agreement by the Parties, shall be construed as waiving and/or prejudicing the Parties' rights if the FSHC Action is continued as set forth above.

11. NOTICES

a. The Parties and their respective counsel agree to promptly provide each other with notice of any lawsuits, actions, governmental proceedings or administrative proceedings, whether threatened or pending, which could possibly have a material adverse impact on implementation of this Agreement.

b. All notices required under this Agreement shall be in writing and shall be given by facsimile, e-mail, certified mail return receipt requested or same-day or overnight delivery service providing delivery confirmation. All notices shall be deemed received upon the date of delivery. Unless notice of a change in name or address has been provided to the other Parties, the persons and entities entitled to receive notice shall be as follows:

TO FIELDSTONE:

Fieldstone Associates, LP
1065 Route 22 West
Bridgewater, NJ 08807
Attn: Art Corsini
Facsimile: 908-725-9119
E-mail: acorsini@fieldstoneassoc.com

Fieldstone Associates, LP
1065 Route 22 West
Bridgewater, NJ 08807

Attn: Kenneth S. Pizzo, Sr.
Facsimile: 908-725-9119
Email: kenpizzosr@pizzoandpizzo.com

Fieldstone Associates, LP
1065 Route 22 West
Bridgewater, NJ 08807
Attn: Kenneth Pizzo, Jr.
Facsimile: 908-725-9119
Email: kenpizzojr@pizzoandpizzo.com

Richard S. Goldman, Esq.
Drinker Biddle & Reath
105 College Road East, Suite 300
Princeton, NJ 08542
Facsimile: 609-799-7000
E-mail: Richard.Goldman@dbr.com

TO TOWNSHIP:

Mayor Randall Teague
Township of Haddon
135 Haddon Avenue
Westmont, New Jersey 08108

Victoria D. Britton, Esquire
Mason Griffin & Pierson, PC
101 Poor Farm Road
Princeton, NJ 08540-1941
Facsimile: 609-683-7978
E-mail: v.britton@mgplaw.com

Stuart A. Platt, Esquire
Platt & Riso, PC
40 Berlin Road
Stratford, NJ 08084-1404
Facsimile: (856) 784-8050
E-mail: platt@prlawoffice.com

TO PLANNING BOARD:

Township of Haddon Planning Board
Attn: Planning Board Secretary
135 Haddon Avenue
Westmont, NJ 08108
Facsimile:
E-mail: brichards@haddontwp.com

Cofsky & Zeidman, LLC
209 Haddon Avenue
Haddonfield, NJ 08033
Facsimile: 856-429-6328
E-mail: dcc@209law.com

TO FAIR SHARE HOUSING CENTER:

Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Blvd.
Cherry Hill, NJ 08002
Facsimile: 856-663-8182
E-mail: kevinwalsh@fairsharehousing.org

12. DISPUTES.

The Parties further agree that should disputes arise in the implementation of this Agreement that they will use their best good faith efforts to resolve such disputes between themselves without further resort to the Courts. Nonetheless, in the event such disputes cannot be resolved amicably, any Party may apply to the Superior Court, Camden County, New Jersey for interpretation, declaratory and/or other relief. A prevailing party on such application shall be awarded reasonable costs and fees of the application in an amount that may be determined by the Court in the sound exercise of its discretion and the reasonableness of the need to request the Court's involvement.

13. FUTURE CLAIMS.

Except as specifically set forth in this Agreement, the Parties hereby mutually waive, discharge, forgive, and release each other and their respective employees, agents, officers, directors, attorneys, subsidiaries, affiliates, insurers and

underwriters, and successors in interest, their past, present and future assigns, from any and all past, present or future claims, charges, penalties, obligations, rights, actions, causes of action, suits, debts, payments, expenses, compensation, covenants, contracts, controversies, agreements, promises, damages, costs, attorneys' fees, interest, warranties, representations and demands or other relief which were or could have been the subject of this litigation, whatsoever, whether known or unknown, suspected or unsuspected, at law or in equity, the Parties ever or now have against each other or which may hereafter accrue or otherwise be acquired. Fieldstone on behalf of itself its successors, assigns and affiliated entities agrees not to file or participate in the filing of any other *Mt. Laurel* litigations including but not limited to builder's remedy lawsuits in the Township of Haddon regarding the Property or any other property forever.

14. DEFAULT.

In the event that any Party shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the Party or Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of such a default, the non-defaulting Party shall

provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure. In the event the defaulting Party fails to cure within a reasonable period of time, the Party or Parties for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of enforcement of litigant's rights.

15. MISCELLANEOUS PROVISIONS

a. The terms and conditions set forth in this Agreement shall bind and inure to the benefit of and/or be the responsibility of any successor in interest of any Party to this Agreement and may be enforced by any such Party.

b. This Agreement is the entire agreement between the Parties concerning all matters referred to herein and supersedes all prior oral and written promises, conditions, representations, undertakings, and interpretations of any nature whatsoever that are not incorporated within this document.

c. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original.

d. The Parties acknowledge that this Agreement was not drafted by any one Party, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply.

e. Each Party expressly represents that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the persons executing it.

f. Each Party waives all rights to challenge the validity or enforceability of this Agreement.

g. This Agreement shall be construed, governed and enforced in accordance with the Laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Camden County. Service of any complaint may be affected consistent with the terms hereof for the delivery of "Notices", hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

IN WITNESS WHEREOF, the Parties' authorized representatives
have signed this Agreement.

ATTEST:

Dawn M. Perroel

Bonnie Richard

TOWNSHIP OF HADDON

By: *[Signature]*

TOWNSHIP OF HADDON PLANNING
BOARD

By: *[Signature]*

FIELDSTONE ASSOCIATES, LP

By: _____

FAIR SHARE HOUSING CENTER,
INC.

By: _____

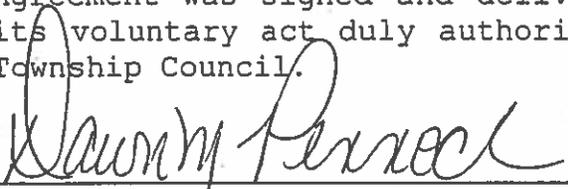
ACKNOWLEDGEMENTS

STATE OF NEW JERSEY

SS:

COUNTY OF CAMDEN:

BE IT REMEMBERED that on June 10, 2015,
Randall W. Teague personally came before me and
 acknowledged under oath, to my satisfaction, that: (a) She/He is
 the Mayor of the Township of Haddon, the municipal
 corporation named in this Litigation Settlement Agreement; (b)
 She/He is the attesting witness to the signing of this
 Litigation Settlement Agreement by the proper municipal
 official, _____, who is the _____
 of the Township of Haddon; and (c) this Litigation Settlement
 Agreement was signed and delivered by the Township of Haddon as
 its voluntary act duly authorized by a proper resolution of the
 Township Council.



Notary Public of the State of New Jersey

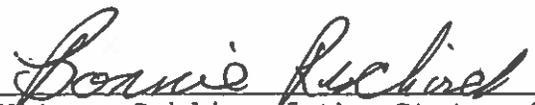
DAWN M. PENNOCK
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 11/25/2019

STATE OF NEW JERSEY

SS:

COUNTY OF CAMDEN:

BE IT REMEMBERED that on June 10, 2015,
Richard Rotz personally came before me and
 acknowledged under oath, to my satisfaction, that: (a) She/He is
 the Chairperson of the Township of Haddon Planning Board,
 the municipal corporation named in this Litigation Settlement
 Agreement; (b) She/He is the attesting witness to the signing of
 this Litigation Settlement Agreement by the proper municipal
 official, _____, who is the _____
 of the Planning Board of the Township of Haddon; and (c) this
 Litigation Settlement Agreement was signed and delivered by the
 Township of Haddon as its voluntary act duly authorized by a
 proper resolution of the Planning Board.



Notary Public of the State of New Jersey

STATE OF NEW JERSEY

SS:

COUNTY OF _____:

BE IT REMEMBERED that on _____, 2015,
_____, Managing Member of Fieldstone
Associates, LP ("Fieldstone") personally came before me and
acknowledged under oath, to my satisfaction, that Fieldstone is
named in this Litigation Settlement Agreement and that this
Litigation Settlement Agreement was signed by him on behalf of
Fieldstone as voluntary and duly authorized acts of Fieldstone.

Notary Public of the State of New Jersey

STATE OF NEW JERSEY

SS:

COUNTY OF _____:

BE IT REMEMBERED that on _____, 2015,
_____ of Fair Share
Housing Center, Inc. ("FSHC") personally came before me and
acknowledged under oath, to my satisfaction, that FSHC is named
in this Litigation Settlement Agreement and that this Litigation
Settlement Agreement was signed by him on behalf of FSHC as the
voluntary and duly authorized act of FSHC.

Notary Public of the State of New Jersey

EXHIBIT A
AMENDMENT TO FINANCIAL AGREEMENT
(TBS)

EXHIBIT B
AMENDED REDEVELOPMENT PLAN

**ORDINANCE OF THE TOWNSHIP OF HADDON, COUNTY OF
CAMDEN AND STATE OF NEW JERSEY ADOPTING CERTAIN
AMENDMENTS TO THE REDEVELOPMENT PLAN AS
ADOPTED BY ORDINANCE #1173 AND ANY SUBSEQUENT
ORDINANCES THERETO**

WHEREAS, the Board of Commissioners of the Township of Haddon, by Resolution adopted May 21, 2002, did determine that certain referenced properties were determined to be an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-1 et seq.); and

WHEREAS, the Board of Commissioners of the Township of Haddon considered, and did approve, by Ordinance #1090 on November 26, 2002, a Redevelopment Plan for the Area as amended by Ordinance #1173, dated December 26, 2006 (the “Redevelopment Plan”); and

WHEREAS, said Redevelopment Plan complied with the requirements of all applicable State and Federal statutes and regulations promulgated thereunder; and

WHEREAS, as the result of litigation filed by Fair Share Housing Center (“FSHC”) on September 26, 2011 entitled *Fair Share Housing Center, Inc. v. The Township of Haddon, the Planning/Zoning Board of Haddon Township, and Fieldstone Associates, LP d/b/a Towne Center at Haddon Urban Renewal, LLC*, Docket No. L-4888-11, the Parties entered into settlement discussions; and

WHEREAS, the parties in the FSHC matter entered into a Litigation Settlement Agreement on or about June 11, 2015, which calls for certain amendments to be made to the Fieldstone Redevelopment Plan, the Redevelopment Agreement, the Financial Agreement and the Project site plan; and

WHEREAS, the Litigation Settlement Agreement in the FSHC matter must be approved by the Superior Court in a fairness hearing, which is scheduled for September 1, 2015; and

WHEREAS, the Planning Board of the Township of Haddon considered, and did approve, by Resolution on _____, 2015, certain proposed amendments to the Redevelopment Plan for the Area; and

WHEREAS, the Planning Board of the Township of Haddon has submitted to the Board of Commissioners its resolution, certification and recommendation respecting the amendments to the Redevelopment Plan for the Area and the Board of Commissioners has duly considered the Planning Board's resolution, certification and recommendation.

WHEREAS, the Board of Commissioners of the Township of Haddon, as the Redevelopment Entity under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., has reviewed and adopted the proposed amendments to the Redevelopment Plan from the Planning Board on _____, 2015; and

WHEREAS, the Board of Commissioners of the Township of Haddon, as the Redevelopment Entity under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., has reviewed the certain proposed amendments to the Redevelopment Plan, approved by the Haddon Township Planning Board, and wish to adopt these amendments as referenced in Exhibit "A" to this Ordinance, attached hereto and made a part hereof this Ordinance.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Township of Haddon, County of Camden and State of New Jersey that:

Section 1. That the proposed amendments to the Redevelopment Plan, as referenced in Exhibit "A" to this Ordinance, attached hereto and made a part hereof this Ordinance, be and hereby are adopted as amendments to Ordinance #1090 and any and all subsequent revisions to this Ordinance; and

Section 2. It is hereby found and determined that the Amended Redevelopment Plan conforms to the Master Plan of the Township of Haddon.

Section 3. It is hereby found and determined that the Amended Redevelopment Plan gives due consideration to the provision of appropriate allowable uses of the Areas as is desirable for residential improvement, including affordable housing units, with special consideration for the health, safety and welfare of the residents of the Areas and the Township of Haddon.

Section 4. It is hereby found and determined that the amendments to the Redevelopment Plan will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the redevelopment of the area and are necessary in order to include affordable housing units within the Redevelopment;

Section 5. In order to facilitate the implementation of the Redevelopment Plan and the amendments thereto, it is hereby found and determined that certain official action must be taken by this Board of Commissioners and, accordingly, this body hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, and this amendment, and (b) requests the various officials, departments, boards and agencies of the Township of Haddon having administrative responsibility in the premises to cooperate in such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan and its amendments, and Ordinance #1090, Ordinance #1173 and this Ordinance, and take appropriate action upon proposals and measures designed to effectuate the same.

Section 6. Development activity pursuant to the Redevelopment Plan and its amendments shall only be related to the Area and any analysis of surrounding area contained in the Redevelopment Plan and its amendments shall not be construed to mean that the Township of Haddon intends to develop such surrounding areas.

Section 7. The Redevelopment Plan for the Area and its amendments, having been duly reviewed and considered, is hereby approved, and the Township Clerk is hereby directed to file a copy of the Redevelopment Plan with the minutes of this meeting.

Section 8. The Zoning Map of the Township of Haddon is hereby amended to designate the properties listed in this Ordinance as the Towne Center Redevelopment District.

Section 9. All Ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent that they are inconsistent herewith.

Section 10. This Ordinance shall take effect upon final passage and publication in accordance with law.

THE TOWNSHIP OF HADDON

BY: _____
RANDALL TEAGUE., MAYOR

BY: _____
PAUL DOUGHTERTY, COMMISSIONER

BY: _____
JOHN C. FOLEY, COMMISSIONER

ATTEST:

DAWN M. PENNOCK, MUNICIPAL CLERK

The foregoing Ordinance was introduced by the Board of Commissioners at the regular meeting held on _____, 2015. This Ordinance will be considered for adoption on final reading and public hearing to be held on _____, 2015 at 7:00 p.m. in the Meeting Room, Haddon Township Municipal Building, 135 Haddon Avenue, Westmont, New Jersey.

The purpose of this Ordinance is to approve certain amendments to the Redevelopment Plan as originally adopted by Ordinance #1090, and its subsequent amendments. A copy of this

Ordinance is available at no charge to the general public between the hours of 8:30 AM to 4:30 PM, Monday through Friday (Legal Holidays excluded), at the Office of the Township Clerk, Haddon Township Municipal Building, 135 Haddon Avenue, Westmont, New Jersey.

I, do hereby certify the foregoing to be a true copy of an ordinance adopted by the Board of Commissioners of the Township of Haddon at a meeting held on _____ of _____, 2015.

DAWN M. PENNOCK, MUNICIPAL CLERK

“EXHIBIT A”

**AMENDMENT TO REDEVELOPMENT PLAN
(Amending Ordinance No. 1090)**

Section 1. Replace the entire Section C with new section C as follows:

	<u>Formerly</u>	<u>Consolidated</u>
C. Parcel A	(Block 21.05: Lots 43-47) (Block 21.06: Lots 12-35) (Block 21.14: Lots 19-24)	Block 21.05, Lot 43 Block 21.06, Lot 12

This tract, generally known as the “Dydee Site”, included a number of lots in addition to those specifically dedicated to that facility. It is one of the three major redevelopment sites in the Haddon Avenue corridor and its size and location make its potential important for a number of reasons. Because it extends from the retail/office corridor to the adjacent residential areas, it must be carefully designed so any positive impacts are not reduced by negatives to mitigate the positive impacts of redevelopment.

The primary and uniquely positive characteristic of this tract is its location not only on the major corridor of the Township but also nearby a major transit station of the most successful mass-transit line in the region. This makes any redevelopment of this tract potentially consistent with the principles of the State Development and Redevelopment Plan and “Smart Growth” generally. In order to assure consistency, however, the design parameters imposed must be derived from those goals and objectives.

The obvious model upon which to base this project is a residential “transit village.” The concept to allow higher densities and to incorporate affordable housing on tracts nearby mass transit stations is one of the major initiatives pursued by various State and Regional Agencies.

Haddon Township’s opportunity here is, however, bolstered by the Haddon Avenue locus of the tract. The redevelopment of the properties will not only take advantage of transit opportunities but will serve to act as a catalyst to the revitalization of retail and office uses along the corridor by adding a large new customer base within walking distance with significant total disposable income.

In order to accomplish the most appropriate product similar locales and their products were reviewed. Based upon that review and the unique circumstances, a set of regulations is indicated below.

All of the properties in Parcel “A” are necessary for a well designed residential project. It is the intent that any acquisition of properties required be achieved through negotiation between the redeveloper and various owners. However, in the event that the negotiations are unsuccessful it is the intent of the Redevelopment Agency, as a final option, to acquire those properties by condemnation.

Transit Village Overlay District

- A. Purpose: to provide for a comprehensive residential project incorporating affordable housing that will take advantage of unique opportunities in the Haddon Avenue corridor redevelopment area.
- B. Permitted Principal Uses:
1. Residential
 - a. Single family attached (townhouses)
 - b. Multi-family
 2. Non-residential as permitted in the C-1 downtown commercial zone of the first level of buildings fronting on Haddon Avenue.
 3. Mixed use buildings along Haddon Avenue containing any of the uses noted in B1 & B2.
- C. Permitted Accessory Uses
1. parking, including (i) surface parking, (ii) parking at ground level beneath buildings; and, (iii) ground level private garages.
 2. recreation
 3. clubhouse/amenities
 4. Temporary seasonal outdoor seating for cafes and restaurants pursuant to standards to be developed and adopted in the Township Code.
- D. Bulk Regulations
1. Minimum tract size: 5 acres
 2. Minimum tract width: 500 ft.
 3. Setbacks from all rights-of-way except Haddon Avenue: 10 ft.
* Buildings along Haddon Avenue may have a zero lot line setback, provided however that facades shall be staggered and otherwise subject to the requirements of Section F.7., below.
 4. Maximum Coverage: 85% of ground level
 5. Maximum Building Height Residential and Mixed Use Buildings: The height of buildings shall not exceed five (5) stories nor 58' in height, as height is defined in the Zoning Ordinance, which would be to the highest point of the structure itself. Enhanced architectural interests shall be required as part of the design process with regard to the top of structural roof surfaces of these buildings without affecting the maximum height restriction of 58'.
- E. Affordable Housing: A total of up to thirty-eight (38) on-site and off-site affordable housing units shall be provided pursuant to the Litigation Settlement Agreement between the parties in the matter of Fair Share Housing Center, Inc. v.

The Township of Haddon, the Planning/Zoning Board of Haddon Township, and Fieldstone Associates, LP d/b/a Towne Center at Haddon Urban Renewal, LLC, Docket No. L-4888-11 (“FSHC matter”). Twenty-five (25) residential units Ten (10%) percent of the residential units in the Redevelopment of the Property shall be on-site affordable family rental housing units and up to thirteen (13) affordable family units shall be produced off-site by the Township if required to meet the Township’s Third Round requirements pursuant to the Litigation Settlement Agreement in the FSHC matter. All of the required affordable family housing units shall be as defined by the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., and the regulations of the Council on Affordable Housing (“COAH”) and the Uniform Housing Affordability Controls (“UHAC”), N.J.A.C. 5:80-26.1.

F. Development Standards

1. Maximum Development Unit Count. 252 total residential units shall be provided including 25 affordable family rental housing units on-site. Maximum Density: shall be determined by the conformance of the proposal with the above regulations and Section F. below.
2. All commercial uses must front on Haddon Avenue.
3. Parking: 1.6 spaces/dwelling unit and 3.0 spaces per 1,000sf of retail/commercial space; provided however that for mixed use developments that are predominantly residential where shared parking opportunities are present, the standard for retail/commercial space shall be reduced to 2.5 spaces per 1,000sf. On and Off-Site Parking may be utilized to meet the parking requirements for the Project. Shared parking and transit village criteria from recognized sources such as ULI, ITE and others shall be considered to grant further reductions in the parking requirements for the Project below the standards set forth in this section.

G. Planned Development Approval Submission Requirements

1. A general land use plan at a scale of not less than 1” = 40’ indicating the tract area and general locations of the land uses to be included in the planned development. The total number of dwelling units to be provided and proposed land area to be devoted to residential use shall be set forth. The density and intensity of use of the entire planned development shall be set forth, and a residential density shall be provided.
2. A circulation plan showing the general location and types of transportation facilities, including facilities for pedestrian access within the planned development and any proposed improvements to the existing transportation system outside the planned development; and all parking areas with a calculation showing adequate parking is being provided. A traffic impact report shall be included which shall detail estimated traffic generation on a daily and peak hour basis, the existing traffic on adjacent

right-of-way and intersections, impact of proposed traffic, resulting changes in level of service, and means of mitigating impact;

3. An open space plan consisting of a minimum of 15% open space shall be provided showing the proposed land area and location of areas within this open space area to be set aside for recreational purposes. The plan shall include a general description of improvements to be made thereon, including a plan for the operation and maintenance of the landscaped and recreational areas;
4. A utility plan indicating the need for and showing the proposed location of sewage and water lines, any drainage facilities necessitated by the physical characteristics of the site, proposed methods for handling solid waste disposal; and a plan for the operation and maintenance of proposed utilities;
5. A storm water management plan setting forth the proposed method of controlling and managing storm water on the site with preliminary calculations;
6. An environmental report prepared by an individual or firm qualified by education or experience detailing any remediation necessary and status of same, including copies of all correspondence and reports to and from any responsible agency;
7. A design plan with floor plans and elevations of areas visible to the general public which shall indicate how the buildings will complement and enhance the streetscape. The features scale and details of the buildings shall demonstrate compatibility with the existing buildings along the Haddon Ave. corridor, and indicate conformance with the following:
 - a. Specific Architectural Requirements
 - (1) Elevations shall be prepared for front, side, and rear views consistent with the goals and design intent of the architectural requirements and with the adjacent context. A materials board depicting the proposed building materials shall be included along with the materials identified on the elevations of the buildings.
 - b. Architectural Requirements for Haddon Avenue Facades
 - (1) The maximum height shall be consistent with the standards and limitations described in Section D.5., above.
 - (2) The maximum building length shall be 240 feet with a minimum separation of 60 feet between multifamily buildings. A minimum separation of 20 feet between an

accessory structure and a multifamily building, and a minimum setback of 5 feet from an accessory structure and a property or a street or right of way line; provided that this 5 foot setback shall be increased to 10 feet where the accessory structure is adjacent to a residential use.

- (3) The residential buildings along Haddon Avenue shall avoid long continuous, uninterrupted wall and roof planes. Building wall offsets of at least two (2) feet shall be provided at intervals no greater than 40 feet to relieve the visual effect of a simple or long wall. In addition, other architectural projections and recesses must be incorporated to create additional interest. The roof line shall vary in heights and architectural treatment to avoid a continuous flat roof. In certain portions of the roofline sloped elements shall be incorporated to enhance the overall appearance.
- (4) At each interval in the building the architectural character of the building shall change to create the impression of a series of individual attached buildings. The change in architectural character shall include changes in materials, colors, window treatments, balconies, railings, roof offsets & details, and other design elements and details.
- (5) The buildings along Haddon Avenue shall have a multi-fronted appearance with an equally attractive appearance on all facades.

c. Site Orientation

- (1) Spatial relationships between buildings and other structures shall be geometrically logical and/or architecturally formal. Buildings located in the interior of the site shall relate to one another, both functionally and visually. Buildings will be organized around features such as courtyards, greens, or quadrangles which encourage pedestrian activity and incidental social interaction among users. Buildings shall be located to allow for adequate parking and fire and emergency access.
- (2) Along Haddon Avenue, buildings shall be predominately located to front towards and relate to the street, both functionally and visually.
- (3) Buildings shall define the streetscape through the use of detail, building articulation and massing. The streetscape shall be generally continued across side yard setback areas

between buildings by using landscaping. The streetscape shall also be reinforced by shade trees and may be further reinforced by walls, street lamps and other street furniture. All streetscapes in the project shall be consistent with the Haddon Avenue Streetscape.

- (4) Buildings on corner lots shall be considered significant structures, since they have at least two facades visibly exposed to the street. If deemed appropriate by the Planning Board, such buildings may be designed with additional height and architectural embellishments, such as corner towers, to emphasize their location.
- (5) Buildings located along Haddon Avenue shall mark the transition into and out of the neighborhood in a distinct fashion using massing, additional height, contrasting materials, and/or architectural embellishment to obtain this effect.

d. Building Mass & Style

- (1) Buildings shall avoid long, monotonous and uninterrupted walls or roof planes. Building wall offsets, including projections, and recesses, shall be used in order to add architectural interest and variety, and to relieve the visual effect of a simple, long wall. Similarly, roofline offsets shall be provided, in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.
- (2) Balconies, stoops, open porches, decks, bay windows, raised doorways, chimneys and awnings projecting from the front facade may lie beyond the setback line on the floor levels above the ground level.

e. Roofs & Roof Materials

- (1) Buildings shall incorporate various roof styles.
- (2) A shed roof shall be permitted only when attached to a wall or mixed with a principal roof or parapet wall.
- (3) Flat roofs may be permitted when enclosed by a continuous cornice shed roof or parapet, on frontage with a minimum height of three feet. All flat roofs shall have a variety of articulated cornice line.
- (4) Permitted roof materials for pitched roofs:

- a. Slate or simulated slate (asphalt or composite).
- b. Cedar wood or simulated wood shingles (asphalt).
- c. Dimensioned asphalt.
- d. Standing seam metal.
- e. As a general guideline, where hipped roofs are used, a minimum pitch of 6/12 is preferred. Both gable and hipped roofs should provide overhanging eaves on all sides that extend a minimum of one foot beyond the building wall. They are recommended for use only on buildings with a minimum of three stories, provided that all visibly exposed walls have an articulated cornice that projects horizontally from the vertical building wall plane. Other roof types should be appropriate to the building facades architecture. Mansard roofs are discouraged on buildings less than three stories in height. Architectural embellishments that add visual interest to roofs, such as dormers, belvederes, masonry chimneys, cupolas, clock towers, and other similar elements, are encouraged. On residential, gable roofs with a minimum low —rise (3-stories or less) 6/12 pitch should be used to the greatest extent possible. Other types of roofs should be appropriate to the architectural style of the building. On mid-rise 4-story building a minimum of 4/12 pitch may be used. The Board may approve specific building elevations that meet the intent of this provision; but, may vary in actual conformance.

f. Facade Treatment & Facade Materials

- (1) The architectural treatment of the front facade shall be continued, in its major features, around all public viewshed sides of a building.
- (2) Facade materials for residential buildings:
 - a. Wood cement board or vinyl siding
 - b. Simulated clapboard.
 - c. Brick, cement board or vinyl shingles.
 - d. Wood shingles.

- e. Indigenous stone and Cultured Stone.
 - f. Cast Stone
 - g. Architectural CMU
 - h. Stucco
- (3) Facade treatment and facade materials for multifamily buildings along Haddon Avenue.
- a. Multifamily buildings shall be clad in brick or stucco, stone, or a combination thereof a minimum of 8 feet from grade. The pitched roofs shall be asphalt, slate, tile, or wood.
 - b. Stucco shall have either a smooth or textured finish and in a color or colors that complement the other facade materials.
- (4) Siding
- a. Buildings using wood/cement board or vinyl siding shall have between 3.5 inches to six inches exposure.
 - b. Corner boards shall not be less than four inches or more than eight inches and shall protrude from the siding surface to create a shadow line.
- (5) Townhouses shall have a coherent architectural style, vocabulary, and color scheme.
- (6) Front facades of townhouses shall be partially faced in brick, stone or stucco on primary elevations, a minimum of 8 feet above grade which face front and side streets and pedestrian mews. Elevations out of primary viewshed can be made of other materials. Projecting windows may also be made of materials other than masonry. Portions of side elevations may be made of materials other than brick.

g. Entry & Doors

All entrances and doors to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, over-hangs, railings, balustrades, fanlights, transoms and sidelights where appropriate. Any such element utilized shall be architecturally compatible with

the style, materials, colors, and details of the building as a whole, as shall the doors.

h. Trim/eaves & Other Decorative Building Elements

(1) Building trim.

a. All dwelling units shall be, at a minimum, trimmed with gable and eave boards all around. Trim ornament may be elaborated to any of the following:

- Plain or decorated frieze.
- Overhanging eaves.
- Boxed cornice.
- Denticulate cornice.
- Ornate Italianate bracketed cornice.

(2) Decorative elements such as pergolas, cupolas, and belvederes are encouraged as elements to give architectural emphasis to structures so designated for architectural embellishment.

i. Lighting

(1) Streetlights and pedestrian lighting shall conform to those previously designed for the Haddon Avenue streetscape within the Township.

(2) Streets and open space shall be provided with adequate lighting, while minimizing adverse impacts, such as glare and overhead sky glow, on adjacent properties. House side shields shall be provided where abutting a residential use. Lights shall have full cutoff fixtures/heads.

(3) Along Haddon Avenue, parking areas, sidewalks, walkways, courtyards, community greens, and interior open spaces in Town Center, twelve-foot high decorative lampposts shall be provided at regular intervals. Posts in townhouse streets shall be spaced at no greater than 60 feet on center. Lighting on residential streets should be no greater than 150 feet apart per side and should be located at the intersections and corners. Lighting standards shall be consistent throughout the Towne Center.

- (4) In parking lots, post heights may be extended to a maximum of 16 feet.
- (5) Use of minimum wattage metal halide or color-corrected sodium or mercury vapor light sources is encouraged. The use of LED lighting is permitted. Non-color corrected low-pressure sodium are prohibited.
- (6) Porch light and yard post lighting is encouraged to augment street lighting design.
- (7) Residential garages facing lanes shall be provided with elevated lighting on the garage facade facing the lane or a post lamp. The parking garage lighting will meet the requirements for intensity.
- (8) Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building and shall comply with the local building codes. Facades, if illuminated, shall be lit from the exterior, and, as a general rule, lights should be concealed through shielding or recessed behind architectural features. Lighting of roof forms such as copulas or other special roof forms is permitted. The use of LED lighting is permitted. The use of low-pressure sodium, fluorescent, or mercury vapor lighting, either attached to buildings or to light the exterior of buildings, shall be prohibited. Mounting brackets and associated hardware should be inconspicuous.

j. Street furniture

Street furniture includes benches, waste containers, planters, phone booths, bus shelters, bicycle racks, water fountains, and bollards. Street furniture must be compatible with the architecture of surrounding buildings, the character of the area and other elements of the streetscape, and must be specifically consistent with the Haddon Avenue streetscape. Consistency in the selection and location of the various elements of street furniture is critical for maximum effect and functional usage.

k. Park furniture

Park furniture includes benches, waste containers, picnic tables, play equipment, gazebos, bicycle racks, water fountains, and bollards. Park furniture should be selected to enhance the character of the park and the character of the area and other elements of the streetscape, and must be specifically consistent

with the Haddon Avenue streetscape. Consistency in the selection and location of the various elements of park furniture is critical for maximum effect and function usage.

l. Heating and air conditioning

All air-conditioning units, HVAC systems exhaust pipes or stacks, elevator housing, satellite dishes and other telecommunications receiving devices shall be screened from the public right-of-way view and from adjacent properties by using walls, fencing, roof elements, penthouse-type screening devices, or landscaping.

m. Fire escapes

Fire escapes shall not be permitted on a building front facade. On buildings requiring a second means of egress pursuant to the local building codes, internal stairs, or other routes of egress, shall be used.

n. Recycling and trash storage areas

All recycling and trash storage areas shall be screened from public view at the ground level using masonry or wooden walls, landscaping hedging, or a combination thereof or stored within the building. The height of such wall/enclosure must be 1.5 feet higher than the container walls.

8. A housing plan outlining the number and types of housing units to be provided;
9. A local service plan indicating those public services which the applicant proposes to provide and which may include, but not be limited to, water, sewer, cable and solid waste disposal;
10. A fiscal report describing the anticipated demand on municipal or school system services to be generated by the planned development and any other financial benefits to be realized by municipality or school districts as a result of the completion of the planned development. The fiscal report shall also include a detailed projection of property tax revenues or payment in lieu of taxes which will accrue to the county, and municipality according to the Financial Agreement for Long Term Tax Abatement ("PILOT"), if any, the timing schedule provided, and following the completion of the planned development in its entirety;
11. A proposed timing schedule in the case of a planned development whose construction is contemplated over a period of years, including any terms or conditions which are intended to protect the interests of the public and

of the residents who occupy any section of the planned development prior to the completion of the development in its entirety;

12. A Redevelopment Agreement, which shall mean a written agreement between a redevelopment agency and a developer relating to the redevelopment project.

H. Other Submission Requirements

1. The applicant shall follow all procedural and substantive requirements of the Municipal Land Use Law and Township ordinances regarding Site Plan and Subdivision approvals.

Section 2. Add the following to XII. STATUTORY REQUIREMENTS, C. Relocation Provision

In addition to the requirements of NJSA 40A:12H-7(3) the following steps shall be taken to provide adequate relocation of residents affected by the acquisition of property in furtherance of this Redevelopment Plan.

1. A list will be prepared of all owners of affected residential properties and the head of household will be contacted by certified mail to arrange an interview.
2. An interview will be conducted by a designee of the Redevelopment Agency to determine preferences such as cost and location and whether the household desires assistance.
3. A list of real estate brokers will be kept by the Redevelopment Agency to assist households. These brokers will be selected on the basis of office location, and residential experience in the community.
4. The interviewee will be offered the list of real estate brokers from which to select.
5. The broker selected will be required to prepare a list of not less than three available units meeting as closely as is feasible the criteria solicited in the aforementioned interview.
6. The process, including offers and responses shall be monitored by the Redevelopment Agency to assure appropriateness, level of assistance, and satisfaction of recipient.
7. An identical process shall be followed regarding all business owners with the use of commercial real estate brokers.

LOTS AND BLOCKS REFERENCED IN THIS ORDINANCE

Formerly Designated

BLOCK	LOT	PROPERTY ADDRESS
21.05	43, 44	209 Highland Ave.
	45	205 Highland Ave.
	46	Highland Ave.
	47	201 Highland Ave.

BLOCK	LOT	PROPERTY ADDRESS
21.06	12	225 Haddon Ave.
	13	223 Haddon Ave.
	14	221 Haddon Ave.
	15, 16	217 Haddon Ave.
	17	211 Haddon Ave.
	18	209 Haddon Ave.
	19	207 Haddon Ave.
	20	205 Haddon Ave.
	21	203 Haddon Ave.
	22	201 Haddon Ave.
	23	6 Center St.
	24	8 Center St.
	25	10 Center St.
	26	200 Highland Ave.
	27	202 Highland Ave.
	28	212 Highland Ave.
	29, 30	218 Highland Ave.
	31, 32	224 Highland Ave.
	33, 34	226 Highland Ave.
	35	230 Highland Ave.

BLOCK	LOT	PROPERTY ADDRESS
21.14	19	Glenwood Ave.
	20	Glenwood Ave. Rear
	21	Glenwood Ave.
	22	8 Glenwood Ave.
	23	Glenwood Ave.
	24	Haddon Ave.

Consolidated Designation

BLOCK	LOT	
21.05	43	
21.06	12	

EXHIBIT C

SECOND AMENDMENT TO REDEVELOPER'S AGREEMENT

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

This Second Amendment to the Redevelopment Agreement (the "Amendment") made on _____, 2015 by and among Fieldstone Associates, L.P. d/b/a Towne Center at Haddon Urban Renewal, LLC ("Redeveloper"), a limited partnership of the State of Pennsylvania, with a business address of 1065 Route 22 West, Bridgewater, NJ 08807 and the Township of Haddon ("Township"), a New Jersey municipal corporation with a principal address of 135 Haddon Avenue, Westmont, NJ 08108.

WHEREAS (1st), the Redeveloper is the contract purchaser of property within the Township, which property is identified on the tax maps of the Township as Block as Block 21.05, Lot 43 and Block 21.06, Lot 12 ("Property");

WHEREAS (2nd), on November 26, 2002, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "LRHL") the Township designated the Property as a "Redevelopment Area" as such a term is defined by the LRHL;

WHEREAS (3rd), on November 26, 2002, the Township adopted a redevelopment plan for the Property (the "Redevelopment Plan");

WHEREAS (4th), the Board of Commissioners of the Township has been designated as the Redevelopment Entity for purposes of implementing the Redevelopment Plan;

WHEREAS (5th), on July 15, 2003, by Resolution #2003-97, the Township appointed the Redeveloper as the Redeveloper of the Property;

WHEREAS (6th), on November 10, 2003, as modified and readopted in 2006, the Township and Redeveloper entered into a Redevelopment Agreement which was amended by the First Amendment to Redevelopment Agreement dated August 17, 2010 (together, the

“Redevelopment Agreement”), which Redevelopment Agreement set forth the terms and conditions relative to the redevelopment of the Property;

WHEREAS (7th), the Redevelopment Agreement did not include any provisions or obligations for the Redeveloper to contribute to the Township’s affordable housing obligations pursuant to the *Mount Laurel* Doctrine and the Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.* (the “FHA”);

WHEREAS (8th), following the grant of Final Site Plan Approval of the redevelopment project by the Haddon Township Planning Board, by Resolution June 2, 2011, Fair Share Housing Center, Inc. (“FSHC”) in the matter captioned *Fair Share Housing Center, Inc. v. The Township of Haddon, the Planning/Zoning Board of Haddon Township and Fieldstone Associates, LP d/b/a Towne Center at Haddon Urban Renewal, LLC*, Docket No. L-4888-11 challenged the Final Site Plan Approval and the Redevelopment Agreement (the “FSHC Lawsuit”);

WHEREAS (9th), following the filing of the FSHC Lawsuit, the Township, Redeveloper and FSHC entered into a Settlement Agreement of Litigation (“Settlement Agreement”) that revised the Redeveloper’s affordable housing obligations and provided for revisions to the Redevelopment Plan and the Project pursuant to the terms of the Agreement;

WHEREAS (10th), modifications to the site plan to reduce the retail/commercial component, and modify the residential to include a maximum of 252 rental units, are required in order to provide affordable housing units at the Project;

WHEREAS (11th), the Redeveloper and Township wish to amend the Redevelopment Agreement to reflect the terms of the Settlement Agreement including a revised Redevelopment Plan, revised Approved Concept Plan and revised Financial Agreement; and

NOW THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Township and Redeveloper, and further, to implement the purposes of the LRHL, the Township and Redeveloper hereby agree as follows:

1. Section 3.1 Purchase Price is revised to specify that the Purchase Price of the Project site shall be equal to Eight Million thirty-eight thousand dollars (\$8,038,000.00) as of the effective date of this Amendment, plus interest at the bond anticipation note rate accruing from the effective date of this Amendment and the Litigation Settlement Agreement until Closing. No additional fees shall be charged to the Redeveloper or added to the Purchase Price.

2. Section 4.1 Due Diligence Period. Subject to the Closing Conditions set forth in this Amendment, Redeveloper acknowledges and agrees that the Due Diligence Period has concluded and the Redeveloper waives any right to terminate the Redevelopment Agreement pursuant to Section 4.1, thereof.

3. Section 4.5 Redevelopment Plan Amendments is revised to specify that on or before August 1, 2015 the Township shall prepare documentation for amendments to the Redevelopment Plan to provide for a minimum of 252 apartment rental units which shall include 227 market rental units and, if 227 market rental units are approved, no less than 25 affordable family rental units on the Property, with a clubhouse and amenities, and the revision of parking to provide surface parking, private garages and parking on the grade level under buildings, and a reduction in the retail/commercial space to 12,500 sq. ft., including revisions to bulk standards required to implement the revised Redevelopment Plan, in accordance with the Approved Concept Plan (the "Amended Redevelopment Plan", annexed hereto as Exhibit B). The Settlement Agreement requires the Township to provide an additional thirteen (13) family

affordable housing units off-site if a Court determines that such units are necessary to satisfy the Township's Third Round obligation. Redeveloper will consider proposals from the Township to construct these thirteen (13) units on mutually acceptable business terms, but the obligation remains that of the Township if Redeveloper elects not to construct these thirteen (13) units. Redeveloper's obligation to provide the number of affordable family rental units set forth in this Amendment is conditioned upon receipt of the Development Approvals for 252 apartment rental units (227 market/25 affordable) on the Property.

4. New Section 4.7 is added to the Redevelopment Agreement to provide as follows:

"Affordable Housing. The Redeveloper's affordable housing obligation shall include 25 family rental units of affordable housing on-site and the Township's affordable housing obligation shall include 13 non-age restricted units of affordable housing, offsite, if required by Court determination, all as set forth in the _____, 2015 Settlement Agreement in the matter *Fair Share Housing Center, Inc. v. The Township of Haddon, the Planning/Zoning Board of Haddon Township and Fieldstone Associates, LP d/b/a Towne Center at Haddon Urban Renewal, LLC*, Docket No. L-4888-11, which Settlement Agreement is attached hereto as Exhibit C.

5. Section 5.1 Real Estate Tax Abatement... is revised to specify that the Financial Agreement between the Township and Redeveloper dated April 23, 2007 shall be amended and executed by the parties in the form annexed hereto as Exhibit D.

6. Section 5.2 Tax Exempt Notes... is revised to provide that the Township shall issue taxable general obligation bonds ("Bonds") pursuant to the New Jersey Local Bond Law (N.J.S.A. 40A:2-1 et seq.) in the amount of \$6,000,000.00 in accordance with the Financial Agreement (Exhibit D), which funds shall be provided and available to Redeveloper at Closing for the purposes set forth in Section 5.2. Redeveloper shall apply \$6,000,000.00 of Bond proceeds toward payment of the Purchase Price at Closing, with the balance of the Purchase Price paid by Fieldstone.

7. Section 5.3 Concept Plan is revised to specify that the site concept plan annexed hereto as Exhibit E conforms to the Amended Redevelopment Plan and shall be the Approved Concept Plan.

8. Section 5.3(d) is supplemented to provide that the Redeveloper shall proceed in good faith and with due diligence to obtain Amended Preliminary/Final Site Plan Approval for the revised Project as depicted in the Approved Concept Plan and as specified in this Amendment and the Settlement Agreement, along with any related Development Approvals, which together shall constitute the Development Approvals. The Township shall cooperate with the Redeveloper in good faith and with due diligence to expedite the process to secure the Development Approvals. Redeveloper shall not be required to pay any application or professional review fees in connection with any development application and review of the Amended Preliminary/Final Site Plan. Redeveloper shall pay for any and all other application, escrow, permit and approval fees in connection with this Project as required by law or ordinance.

9. Section 8.2 Closing Conditions is deleted and replaced by the following: It is a condition to Redeveloper's obligation to close title that, as of the Closing Date, (i) all of Township's representations and warranties are true and correct in all material respects, (ii) Township shall have executed and adopted the revised Financial Agreement and PILOT by Ordinance; (iii) the Title Insurer shall have issued to Redeveloper and its lender, if applicable, a title insurance binder in form and substance to convey good and marketable title insurable at regular rates to the Redeveloper, in accordance with Paragraph 2.6 of the Redevelopment Agreement; (iv) the Township shall have adopted the Amended Redevelopment Plan; (v) the Redeveloper shall have received the revised Development Approvals to construct no less than 252 rental units and 12, 500 sq. feet of retail space, and the appeal period shall have passed

without an appeal being filed; (vi) a Response Action Outcome shall have been issued by a LSRP for the soil contamination located on the Property and in the roadbed of Highland Avenue reflecting satisfactory performance of the activities described in the Remediation Specifications defined in Section 12 below; (vii) the bonds specified in Section 5.2 as amended and in the Financial Agreement shall have been issued; (viii) the Settlement Agreement shall have been executed and approved by the Court; and (ix) all appeal periods shall have expired on any action required to meet these conditions, and no litigation shall have been filed challenging same. The Redeveloper shall close within forty five (45) days of the satisfaction of these closing conditions and shall commence construction of the Project within sixty (60) days of Closing, subject to force majeure.

The groundwater contamination originating or emanating from the Property will be addressed post-Closing pursuant to a final RAW/CEA that will be developed based upon that certain plan titled Site Investigation Report/Remedial Investigation Report/Remedial Action Selection Report/Remedial Action Workplan for Groundwater dated November, 2012 prepared by Langan and approved by Jorge Berkowitz, LSRP ("Approved Groundwater Workplan"), unless the activities as described in the Approved Groundwater Workplan would prevent or delay financing of the Project. The Parties acknowledge that the vapor intrusion activities conducted at and in connection with the Property have been satisfactorily completed such that an Immediate Environmental Concern no longer exists and that only annual reporting to be undertaken by the Redeveloper on the mitigation system installed at 207 Virginia Avenue is required.

10. The Township acknowledges and confirms that Chapter 189 of the Code of Haddon Township entitled Rent Control does not and shall not apply to this Project.

Specifically, this Project consists of multiunit dwellings that are to be newly constructed and rented for the first time after the effective date of Chapter 189, and therefore are exempt from the definition of "Dwelling or Dwellings" and not regulated by Chapter 189.

11. All other terms and provisions of the Redevelopment Agreement are to remain except as specifically modified herein.

12. The remediation work as described in the specifications prepared by Langan Engineering and Environmental (the "Remediation Specifications") has been completed.

13. The removal of the existing utilities and the installation of new utilities in the right-of-way of Highland Avenue which was necessitated as a consequence of the excavation of contaminated soil therefrom (the "Utility Specifications") has been completed. A Declaration of Environmental Restriction ("DER") and deed notice is not required, because the contaminated soils within the Highland Avenue right-of-way were removed. All other work to occur within the utility corridor, if any, shall be performed by Redeveloper's contractor (the "Contractor") pursuant to the Utility Specifications, which shall include requirements (i) to obtain a road-opening permit; (ii) for the replacement of existing utilities; (iii) for clean fill with proper compaction requirements; (iv) for the provision of temporary utility service to those property owners whose service may be affected by the removal of utilities or interruption of utility service in connection with the Redeveloper's required excavation within Highland Avenue; and, (v) that if any user of the utilities located within Highland Avenue is damaged by the Contractor's failure to timely replace the utilities once the Contractor has removed the existing utilities, Contractor shall be solely responsible therefor; provided that Redeveloper shall be responsible therefor in the event that delay in performance is caused solely by the Redeveloper's willful misconduct.

Redeveloper agrees to replace the utilities within the Project Area in the Highland Avenue right-of-way with utility facilities in accordance with the Development Approvals.

14. Redeveloper acknowledges that Remediation of the Property was commenced and has been completed (except for the requirement of quarterly monitoring of ground water wells, and the potential of discovery of additional contaminated soils under existing concrete slabs after construction is commenced, which such soils the Township would endeavor to secure HDSRF funding to remediate, but which would otherwise remain the Redeveloper's obligation to remediate. However, in the event that the Redevelopment Agreement is terminated for any reason, Redeveloper shall have no further obligation with respect to future remediation of the Property or replacement of the utilities from and after the date of termination.

15. This Amendment is subject to the execution and compliance with the litigation Settlement Agreement described in Paragraph 3, above.

IN WITNESS WHEREOF, the Parties' authorized representatives have signed this Agreement.

ATTEST:

TOWNSHIP OF HADDON

By: _____

ATTEST:

FIELDSTONE ASSOCIATES, L.P.

By: _____

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY

SS:

COUNTY OF CAMDEN:

BE IT REMEMBERED that on _____, 2015, personally came before me and acknowledged under oath, to my satisfaction, that: (a) She/He is the _____ of the Township of Haddon, the municipal corporation named in this Amendment to the Redevelopment Agreement; (b) She/He is the attesting witness to the signing of this Litigation Settlement Agreement by the proper municipal official, _____, who is the _____ of the Township of Haddon; and (c) this Amendment to the Redevelopment Agreement was signed and delivered by the Township of Haddon as its voluntary act duly authorized by a proper resolution of the Township Council.

Notary Public of the State of New Jersey

STATE OF NEW JERSEY

SS:

COUNTY OF _____:

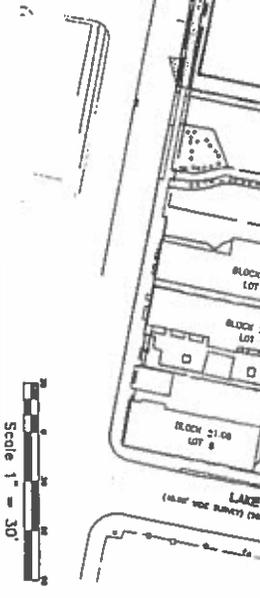
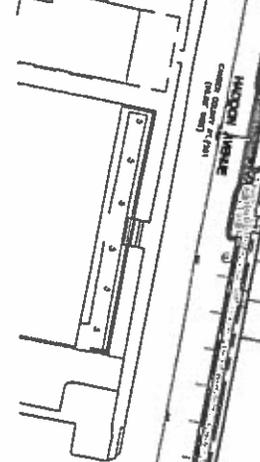
BE IT REMEMBERED that on _____, 2015, _____, Managing Partner of Fieldstone Associates, L.P. ("Fieldstone") personally came before me and acknowledged under oath, to my satisfaction, that Fieldstone is named in this Amendment to the Redevelopment Agreement and that this Amendment to the Redevelopment Agreement was signed by him on behalf of Fieldstone as voluntary and duly authorized act of Fieldstone.

Notary Public of the State of New Jersey

SURVEY NOTES:

1. THIS PLAN IS A REVISION OF THE PREVIOUS PLAN AND IS TO BE CONSIDERED AS SUCH.
2. THE SURVEY WAS CONDUCTED ON 05/28/15 AT 10:00 AM.
3. THE SURVEY WAS CONDUCTED BY GARY R. CIVALIER, PROFESSIONAL ENGINEER & LAND SURVEYOR.
4. THE SURVEY WAS CONDUCTED AT THE TOWNE CENTER AT HADDON.
5. THE SURVEY WAS CONDUCTED AT THE TOWNE CENTER AT HADDON.
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10. THE SURVEY WAS CONDUCTED AT THE TOWNE CENTER AT HADDON.

Block	Lot	Area	Notes
Block 21.08	Lot 1	1,200 sq. ft.	
Block 21.08	Lot 2	1,200 sq. ft.	
Block 21.08	Lot 3	1,200 sq. ft.	
Block 21.08	Lot 4	1,200 sq. ft.	
Block 21.08	Lot 5	1,200 sq. ft.	
Block 21.08	Lot 6	1,200 sq. ft.	
Block 21.08	Lot 7	1,200 sq. ft.	
Block 21.08	Lot 8	1,200 sq. ft.	
Block 21.08	Lot 9	1,200 sq. ft.	
Block 21.08	Lot 10	1,200 sq. ft.	
Block 21.08	Lot 11	1,200 sq. ft.	



<p>SITE PLAN (REVISED BUILDING LAYOUT) FOR TOWNE CENTER AT HADDON SITING BLOCK 21.05 LOT 43, BLOCK 21.08 - LOT 12</p>		<p>Civalier Engineering & Surveying, Inc. DESIGNATE OF AUTHORIZATION #130423032000 613 WEST MAIN STREET MIDDLETOWN, NEW JERSEY 08060 (856) 484-0224 FAX (856) 484-0108</p>		<p>GARY R. CIVALIER PROFESSIONAL ENGINEER & LAND SURVEYOR N.J. LICENSE No. CR29615</p>	
<p>DATE: 05/28/15 SCALE: 1" = 30'</p>	<p>PROJECT: TOWNE CENTER AT HADDON</p>	<p>DATE: 6/09/2015</p>	<p>PROJECT: TOWNE CENTER AT HADDON</p>	<p>DATE: 6/09/2015</p>	<p>PROJECT: TOWNE CENTER AT HADDON</p>

EXHIBIT D
PROCESS MILESTONES

Exhibit D

Estimated Process Milestones

<u>Process</u>	<u>Milestone Date</u>
1. <u>Approval of Litigation Settlement Agreement by Commission and Planning Board.</u>	June 10, 2015
2. <u>Execution of Litigation Settlement Agreement.</u>	June 11, 2015
3. <u>Adoption of Revised Redevelopment Plan.</u>	
(a) Planning Board consideration and referral to Commission	July 2, 2015
(b) Commission First Reading	July 28, 2015
(c) Planning Board Consistency Review	August 6, 2015
(d) Commission - Second Reading/Adoption	August 25, 2015
4. <u>Redevelopment Agreement Approved and Signed.</u>	August 31, 2015
5. <u>Financial Agreement.</u>	
(a) First Reading	July 28, 2015
(b) Second Reading	August 25, 2015
(c) Execution of Financial Agreement	August 31, 2015
6. <u>Preliminary/Final Site Plan.</u>	
(a) Application Filed	September 1, 2015
(b) Staff Completeness Review (Assumes adoption of Redevelopment Plan)	September 15, 2015
(c) Planning Board Workshop	September 21, 2015
(d) Planning Board Hearing	October 1, 2015
7. <u>Fairness Hearing</u>	September 1, 2015