

SETTLEMENT AGREEMENT

This Settlement Agreement dated the 24th day of September, 2020 ("Agreement"),

by and between;

TOWNSHIP OF RANDOLPH, a municipal corporation
of the State of New Jersey, with offices located at the
Municipal Building
502 Millbrook Avenue
Randolph, New Jersey 07869 ("Township")

and **LYS REALTY ASSOCIATES, LLC**,
A Limited Liability Company
with offices located at
c/o Eric Sporn
47 Keats Road
Short Hills, NJ 07078 ("LYS" or "Owners")

and **TOLL BROS, INC**
with an address at
96 Route 173 West Suite 1B,
Hampton, NJ 08827 ("Toll" or "Developer")

WITNESSETH:

WHEREAS, LYS is the owner of certain undeveloped property located in the Township of Randolph, County of Morris, State of New Jersey, known and designated as Block 44, Lot 4 on the Official Tax Map of the Township of Randolph and commonly known as 931 Route 10 (the "Property"), consisting of approximately 44.1 acres ; and

WHEREAS, LYS is under agreement with Toll to secure the development approvals for the Property in accord with the terms of this Agreement, and thereafter develop the proposed inclusionary project that is the purpose of this Agreement; and

WHEREAS, the Property is located entirely within the Township's "Office Laboratory Zone", which provides for a variety of office and business uses; and

WHEREAS, LYS, along with Sporn Realty and Management Corp. ("Sporn") intervened in the litigation in the New Jersey Superior Court captioned In the Matter of the Application of the Township of Randolph for Declaratory Judgment, Docket No. MRS-L-1640-15 ("DJ Litigation"), challenging the Township's satisfaction of its affordable housing obligation; and

WHEREAS, the property owned by Sporn (Block 44, Lot 48 on the Official Tax Map of the Township of Randolph) is no longer involved in the transaction; and

WHEREAS, the parties have entered into discussions in an effort to resolve a portion of the DJ Litigation as related to the Property.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants herein set forth, the parties, for themselves, their successors and assigns, hereby agree as follows:

I. INCORPORATION OF RECITALS.

The foregoing prefatory statements, recitals and representations are incorporated herein and made a part hereof.

II. PURPOSE OF AGREEMENT.

The purpose and intent of this Agreement is (a) to resolve a portion of the DJ Litigation as it relates to the Owners, the Developer and the Township upon the adoption of an Ordinance rezoning the Property consistent with the draft Ordinance attached as Exhibit A; (b) to resolve a portion of the DJ Litigation as it relates to the Owners and Developer and the Township by confirming that the Owners and Developer will support the Housing Element and Fair Share Plan ("HEFSP") adopted by the Township; (c) to resolve a portion of the DJ Litigation as it relates to

the Owners and Developer and the Township by confirming that the Owners and Developer will support the Township's request in the DJ Litigation to obtain a Judgment of Compliance and Repose for a period of ten years; (d) to resolve a portion of the DJ Litigation as it relates to the Township reserving for the Owners and Developer 0.030 MGD of average water demand capacity (0.090 MGD Peak Water Demand) to serve the proposed Development as hereinafter defined and the Township confirming said water reservation for the Owners and Developer and (e) to resolve a portion of the DJ Litigation as it relates to the Developer and the Township by providing for the construction of the Development consistent with the Concept Plan and Architectural façade elevations, dated January 14, 2020, attached as **Exhibit B**, except for *de minimis* bulk variances and waivers resulting from the detailed final engineering design of the Development, PROVIDED, HOWEVER, that the Developer shall not seek any variances from the Ordinance relative to the following: (i) use; (ii) maximum density; (iii) residential building type (Townhome and Stacked Flat); (iv) maximum number of units (136); and (v) height and stories, as such terms are defined in the Ordinance (Exhibit A).

III. DEFINITIONS.

Affordable Housing Unit ("AHU"). An Affordable Housing Unit is a for sale, non age restricted stacked flat unit that is affordable to a very low income, low income or moderate income household consistent with the requirements of the New Jersey Fair Housing Act ("FHA"), N.J.S.A. 52:27D-301, et seq.; applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA"), including, without limitation, the

Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") except as to the very low income housing obligation, which shall be as required by the terms of this Agreement.

Affordable Housing Requirement. Provided that 108 market rate Townhomes are approved by the Planning Board, a total of either 27 or 28 AHU's will be provided in the Development, at Developer discretion, for a maximum of 136 total units and 28 affordable units, 50% (14) of which will be available for very low income and low income households and the remainder of which (13 or 14) will be available to moderate income households as defined in the FHA and UHAC, and any other applicable regulations. A minimum of 13% (4) AHU's will be made available to very low-income households, defined as holds earning 30% or less of the regional median income by household size. The Developer may provide a preference for low and moderate households of which a member of that household is a veteran as permitted under N.J.S.A. 52:27D-311 for up to 50% of the AHU's. The Township agrees to adopt any ordinances or resolutions necessary to support this preference.

Concept Plan. The Concept Plan and Architectural façade elevations for the Property dated January 14, 2020 and attached hereto as Exhibit B.

Developer. Toll Bros, Inc., its successor, transferees and assigns.

Development. The Developer will seek approvals for a residential for sale development consistent with the Concept Plan and Architectural façade elevations dated January 14, 2020, which is attached hereto as Exhibit B and comprised of (a) a maximum of 136 on-site, non age-restricted, for sale dwelling units in multiple buildings consisting of (i) 108 market for sale units of which all be three bedroom units; and (ii) 27 or 28 on-site, non-age-restricted for sale AHU's of which 14 will be two bedroom units; and 13 or 14 will be three bedroom units; and (b) 568 or

570 parking spaces of which 93 or 96 parking spaces shall consist of surface parking spaces; 244 parking spaces shall consist of private driveways; and 231 shall consist of private garages.

Residential Unit. All residential units constructed in the Development, including the AHU's therein.

Ordinance. The Ordinance to be adopted by the Township attached as Exhibit A, which rezones the Property as the new R-X Single Family Attached Inclusionary Zone District ("R-X Zone").

Owner. LYS Realty Associates, LLC, and/or its successors, transferees and/or assigns

IV. TOWNSHIP OBLIGATIONS.

A. Within one hundred and twenty (120) days of the date of the Court Order approving this Settlement Agreement, as set forth in Section VIII of this Agreement, the Township shall introduce and adopt the Ordinance attached hereto as Exhibit A, rezoning the Property as set forth therein. If the Ordinance is not adopted by the Township within the time period set forth above, the parties shall contact the Special Master and make a reasonable effort to resolve the issues which caused the Township to not adopt the Ordinance within the requisite time period. If the parties are unsuccessful in resolving those issues, this Agreement shall be deemed terminated and shall be of no further force and effect and the parties shall return to their respective positions as if this Settlement Agreement had not been executed by the parties. If the Township adopts the Ordinance in accordance with this Agreement, but the same is challenged by a third party, the parties hereto agree to fully defend the Ordinance at their respective cost and expense.

B. In conjunction with the adoption of the Ordinance, the Township shall take all necessary actions to have the Planning Board adopt a HEFSP that will include the Property as an inclusionary development site in partial satisfaction of the Township's Third Round affordable housing obligations, as rezoned in accordance with the Ordinance (Exhibit A). The Township shall endorse such amendment for the purposes of requesting a Judgment of Compliance and Repose for a period of ten years from the Court in the DJ Litigation.

C. The Township shall not oppose and shall cooperate with, and where necessary, endorse applications in connection with, the Developer's efforts to obtain all required governmental and utility approvals for the Development, provided the Development proposed by the Developer is consistent with the Concept Plan and Architectural façade elevations (Exhibit B) and consistent with the Ordinance (Exhibit A) except for any *de minimis* variances or waivers from its provisions resulting from the completion of detailed engineering of the site plans, PROVIDED, HOWEVER, that the Developer shall not seek any variances from the ordinance or otherwise relative to the following: (i) use; (ii) maximum density; (iii) residential building type (Townhome and Stacked Flat); (iv) maximum number of units (136); and (v) height and stories, as such terms are defined in the Ordinance (Exhibit A).

D. The Township shall retain the Ordinance and associated zoning standards applicable to the Property for the duration of the period of repose granted by the court. The Township may thereafter retain the Ordinance and associated zoning standards applicable to the Property for the purpose of Fourth Round (2025-2035) constitutional compliance, subject only to the continued showing that the Property remains suitable for development as contemplated by the Ordinance.

E. Upon the receipt by the Planning Board of a complete application from the Developer for site plan approval consistent with the Concept Plan and Architectural façade elevations (Exhibit B) and consistent with the Ordinance (Exhibit A), the Township shall take all appropriate actions to assist the Planning Board to expeditiously process the application, schedule the matter for public hearing and render a decision thereon in accordance with the requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. ("MLUL").

F. The Township believes that the proposed Development plan contemplated by this Settlement Agreement will require that certain paper streets existing by way of a plat dated March 10, 1952 (the "Paper Streets") must be abandoned by LYS and vacated by the Township. LYS has abandoned this plat, and the Paper Streets are not shown on the Township Tax Map. The vacating of the Paper Streets shall be detailed Exhibit F and shall include a description of the area to be vacated, which shall be prepared by LYS at its sole cost and expense. The Ordinance vacating the Paper Streets shall be introduced and considered for adoption within ninety (90) days following the adoption of the Zoning Ordinance.

G. Within the same time periods and subject to the same terms and conditions as set forth in Section IV.A regarding the Ordinance, the Township shall introduce and adopt the Omnibus Ordinance in the form attached hereto as Exhibit D.

V. DEVELOPER'S OBLIGATIONS AND REPRESENTATIONS.

A. The Developer agrees to file with the Township Planning Board a complete application for site plan approval consistent with the Concept Plan and Architectural façade

elevations (Exhibit B) and consistent with the Ordinance (Exhibit A), except for any *de minimis* variances or waivers from its provisions resulting from the detailed final engineering design of the Development as set forth above, within one hundred and twenty (120) days following the final adoption of the Ordinance.

Developer agrees to diligently pursue said application before the Planning Board to its conclusion. The parties acknowledge that the facades, number of units, unit types, and heights of buildings constitute significant areas of concern for the Township and the neighborhood. Therefore, it is an essential and significant element of this Agreement that any development application presented to the Planning Board shall be consistent with the Concept Plan and Architectural façade elevations set forth in Exhibit B and consistent with the Ordinance (Exhibit A), except for any *de minimis* variances or waivers from its provisions resulting from the detailed final engineering design of the Residential Development, PROVIDED, HOWEVER, that the Developer shall not seek any variances from the Ordinance relative to the following: (i) use; (ii) maximum density; (iii) residential building type (Townhome and Stacked Flat); (iv) maximum number of units (136); and (v) height and stories as such terms are defined in the Ordinance (Exhibit A).

B. The Developer shall impose a Deed Restriction (“Affordability Controls”) for all AHU’s comprising the Affordable Housing Component. The AHU’s in the Affordable Housing Component shall be subject to the Affordability Controls which shall run for a minimum of thirty (30) years, and until the Township elects to release the Affordability Controls. All AHU’s shall be governed by the controls on affordability set forth in the UHAC and/or any successor statutes or regulations, except as to the requirement to make a minimum of 13% of the AHU’s available to very low income households, which shall be as required by the terms of this Agreement and

applicable New Jersey statutes. The Developer agrees to integrate the AHU's with the market-rate units in the Development as the AHU's are identified and located in the Development on Exhibit B. As a condition of Planning Board approval, the Developer shall identify the AHU's by Unit Number in the Deed Restriction. The Developer shall also provide floor plans depicting the location and identifying the Unit Number of all of the AHU's in the Development. All deeds and restrictions regarding the affordability controls on the AHU's shall be reviewed and approved by the Township and its counsel for compliance with applicable legal requirements.

C. The Developer shall serve as or utilize an Administrative Agent approved by the State of New Jersey, Department of Community Affairs or COAH or the Township's Administrative Agent to affirmatively market the AHU's in accordance with this Agreement and UHAC, and/or any successor statutes or regulations, and ensure that current regulations are followed with regard to the marketing (including resales) of the AHU's, all at the sole cost and expense of the Developer, irrespective of the ultimate provider of those services.

D. Provided 108 total market rate townhome units are approved by the Planning Board, the Developer shall construct the 27 or 28 AHU's pursuant to the following construction phasing schedule: (i) Prior to the issuance of a certificate of occupancy for the 28th market rate Residential Unit, certificates of occupancy must be issued for 3 AHU's; (ii) Prior to the issuance of a certificate of occupancy for the 54th market rate Residential Unit (50%), certificates of occupancy must be issued for a total of 14 AHU's (50%); (iii) Prior to the issuance of a certificate of occupancy for the 81st market rate Residential Unit (75%), certificates of occupancy must be issued for a total of 21 AHU's (75%); and (iv) Prior to the issuance of a certificate of occupancy for the 98th market rate Residential Unit (90%), certificates of occupancy must be issued for a total of 27 or 28 AHU's (100%).

E. The Developer shall provide the Township and the Township Engineer individually with a copy of any application or "request for a letter of no jurisdiction" to the New Jersey Department of Transportation ("NJDOT") and/or the County of Morris (Governmental Entities") simultaneously with the submission of the application and/or request to such entity. The Township reserves the right to request that the respective Governmental Entities require that the Developer address the impacts of the Development on the road network and traffic circulation under the jurisdiction of the respective Governmental Entities by undertaking certain improvements (or contributing to the cost thereof in whole or in part) to ameliorate and mitigate such impacts as may be required by NJDOT or the County off tract traffic mitigation contribution and traffic impact rules.

F. To the extent necessary, to provide public water and public sanitary sewer service to the Development, the Developer shall extend existing public water and public sanitary sewer facilities to the Development at the Developer's sole cost and expense, including, without limitation, all hard costs and soft costs associated with such extensions. The engineering design for such extensions shall be approved by the Township Engineer. Except as set forth in the first sentence of this Article V, Section F and in Article VI below, Developer shall make its pro rata contribution for any other off-tract improvements as set forth in the Municipal Land Use Law, N.J.S.A. 40:55D-42.

VI. POTABLE WATER AND SANITARY SEWER

A. Public Water

To the extent necessary, to provide public water to the Development, the Developer shall extend existing public water to the Development at the Developer's sole cost and expense, including, without limitation, all hard costs and soft costs associated with such extensions. Township represents that as of the date of this agreement there is sufficient allocation available to serve the proposed development. Township shall endorse all applications for permits and approvals from all regulatory agencies as may be required for the water facility extensions. Township shall reserve such potable water supply on a priority basis for all inclusionary projects. Township shall not approve any new development that would deplete potable water supply to the detriment of the Development without the approval of the Special Master in accordance with the Scarce Resource Order. The terms and provisions of this Agreement shall not impact the Township's ability to resolve the other issues in the pending declaratory judgment litigation regarding its affordable housing obligation and its potable water supply.

B. Sanitary Sewerage

1. To the extent necessary to provide sanitary sewer to the Development, the Developer shall extend existing sanitary sewer infrastructure to the Development at the Developer's sole cost and expense, including, without limitation, all hard costs and soft costs associated with such extensions. The treatment of sanitary sewage is provided by the Rockaway Valley Regional Sewerage Authority (RVRSA) who allocates such treatment capacity in accordance with RVRSA rules and policies. The Developer acknowledges that the Township has no specific sewage capacity allocated to it by the RVRSA and the RVRSA considers applications for sewage capacity on a first come, first serve basis. While the Township represents that as of the date of this agreement it has no knowledge of any RVRSA treatment or conveyance capacity limitations

that would impact the Development, the Township does not monitor or control the RVRSA system and this could change without the knowledge of the Township. Township shall endorse all applications for permits and approvals from all regulatory agencies as may be required for the sanitary sewer facility extensions subject to the Township's conveyance system having adequate capacity to transmit the flow from the Development to the RVRSA collection and transmission system or, if the implementation of potential improvements to Arrowgate Pumping Station ("Arrowgate") and the Jackson Brook Interceptor ("JBI") as set forth herein are needed to create adequate conveyance capacity, the parties shall proceed as set forth in subparagraph VI.B.3 below.

2. The Township does not represent that there is adequate conveyance capacity (as defined in N.J.A.C. 7:14A-1.2) of the existing sanitary sewerage system between the Development and the RVRSA conveyance and transmission system. To provide adequate conveyance capacity, Township may require improvements to the Arrowgate and/or the JBI. The extent of any required improvements to both Arrowgate and JBI are unknown as of the execution date of this Agreement. Other than the possible improvements to Arrowgate and JBI, Township represents that there are no other improvements necessary to its existing sanitary sewer system to provide adequate conveyance capacity from the Development to the RVRSA conveyance and transmission system, and the Township will endorse an application for Treatment Works Approval ("TWA") as set forth in subparagraph VI.B.3 below. The Township Planning Board shall permit an application for preliminary and final site plan approval to be deemed complete, and shall proceed to hear such application, with the determination of adequate conveyance capacity outstanding. Any approvals shall be conditioned upon compliance with the provisions of this Agreement related to Arrowgate/JBI Improvements as may be required.

3. Developer shall be required to install at its own cost and expense a sanitary sewer line to connect the Development to Arrowgate and thence the JBI. The Township and Developer agree that Arrowgate and JBI may require improvements to accommodate the wastewater flow from the Development and from the anticipated flows from the approximately 199-unit inclusionary project to be developed on the property known and designated as Block 44, Lot 25 ("Canoe Brook Development"). The Development and the Canoe Brook Development are collectively referred to as the "Inclusionary Projects."

a. The Township is in the process of undertaking a sanitary sewer master plan. The first phase of that sewer master plan report is to complete an analysis of Arrowgate and JBI. That study will be completed no later than sixty (60) days of the award of the contract to the consultant for the study. The Township shall diligently pursue said award and the Developer shall have the right to seek assistance from the Special Master if the Developer reasonably believes that the Township is not diligently pursuing the award of such contract. The purpose of the study is to determine the available conveyance capacity in the system as relates to Arrowgate and JBI. For the purposes of this Agreement, studies with regard to the capacity of Arrowgate and JBI shall be based upon current actual flows, unused flows from previously approved connections (as set forth in Exhibit E attached hereto), and any unused sewage flow from Mine Hill pursuant to their contract with the Township of Randolph. The Parties recognize that due to the current COVID-19 public health emergency and the closure of some businesses pursuant to Executive Orders, estimates of wastewater flows from certain existing commercial buildings may be added to existing flows to account for usage of the system that is not captured by the existing observed flows. The engineers for the Township and Developer shall cooperate in good faith to determine appropriate and reasonable amounts of wastewater flows to be added, if any. To

determine whether adequate conveyance capacity exists in Arrowgate, the Parties shall use a peak flow factor multiplier of 2.5 for each pump, in accordance with NJDEP regulations.

b. If the additional flow created by the Inclusionary Projects based on the NJDEP design standards, results in there not being adequate conveyance capacity, the developers of the Inclusionary Projects shall be responsible for all soft costs and hard costs associated with the improvements to the existing system as may be necessary to provide adequate conveyance capacity (as defined in N.J.A.C. 7:14A-1.2) in Arrowgate and/or JBI; provided that the Developer shall not be obligated to pay or to reimburse the Township for any of the Township's hard and soft costs and expenses related to the obtaining of the Sewer Master Plan Report or any work performed by the Township that should be performed by the Developer under this Agreement. The developers of the Inclusionary Projects shall propose a conceptual plan for the improvements which will be subject to the review and approval of the Township. Such review shall be completed within 30 days of receipt and shall not be unreasonably withheld. Once the Township approves the plan, the developers of the Inclusionary Projects shall have their engineer(s) complete the necessary design documents for any necessary permits for the improvements and for the construction thereof. The design shall be in accordance with all requirements of the NJDEP and RVRSA. The final design of the improvements shall be subject to review and approval within 30 days by the Township Engineer whose approval shall not unreasonably be withheld.

c. The Township will promptly endorse any required permit applications associated with the improvements. Developer shall prepare and submit applications for Treatment Works Approval ("TWA"), which shall include a TWA application for the sanitary sewerage improvements necessary for the Inclusionary Development and shall include such other TWA

applications as may be necessary for any required improvements to Arrowgate and JBI. If the improvements to Arrowgate and JBI require a TWA, Township shall endorse and Developer shall be permitted to submit multiple TWAs to NJDEP simultaneously. If the NJDEP does not accept the multiple simultaneous submissions of the TWA application, Township shall sign the TWA Application for the sanitary sewerage improvements for the inclusionary development and the Developer's title company shall hold same in escrow, which shall be released from escrow and delivered to Developer when the necessary improvements to Arrowgate and JBI have been made and are approved by the Township Engineer, which approval shall not be unreasonably withheld. If a TWA is not needed for improvements to JBI and/or Arrowgate (such as for I&I reduction), Township shall endorse the TWA for the sanitary sewerage improvements necessary for the Inclusionary Projects and Developer shall be able to submit it to NJDEP prior to the improvements being made to JBI and Arrowgate; provided that Township shall be permitted to withhold the issuance of Certificates of Occupancy for the Inclusionary Projects until the improvements required for Arrowgate and/or JBI have been completed and approved by the Township Engineer, which approval shall not be unreasonably withheld and the necessary conveyance capacity has been created.

d. Developer shall make the necessary improvements to Arrowgate and JBI as set forth in this Agreement, no later than twelve (12) months after Developer's receipt of all necessary approvals and permits from the Township, its Planning Board, the County, the State, including any board, department, or agency of any of the foregoing required to construct the Development, with the exception of building permits under the Uniform Construction Code. In addition to the aforementioned twelve month period, Developer shall be entitled to a six (6) month extension to complete additional improvements if an initial set of improvements did not

create sufficient capacity and additional improvements are necessary. Upon completion of the Arrowgate and JBI Improvements and their inspection and approval by the Township Engineer, the Township shall promptly accept same upon dedication. No certificates of occupancy will be issued for the Inclusionary Project until the Arrowgate and JBI improvements are satisfactorily completed.

e. The scope of the improvements shall be limited to those necessary to ensure Arrowgate and JBI have adequate capacity as defined above to accommodate the design sewer flows from the Inclusionary Projects. Developer shall not be obligated to create additional capacity in Arrowgate and JBI for any other property or user, including but not limited to Mine Hill Township. By way of illustration, the developers shall be entitled to reduce infiltration and inflow to provide sufficient capacity for both developments, provided that sufficient capacity is created to offset the calculated sewage demands generated by both developments.

f. Developer and the developer of the Canoe Brook Development shall enter into an agreement to construct the Arrowgate and JBI Improvements at the joint cost and expense of the developer of the Canoe Brook Development and Developer. The terms set forth in this subparagraph are conditioned upon a reciprocal provision being agreed to by the property owner and developer of the Canoe Brook Development at the time of the execution of this Agreement, which shall be incorporated into the Settlement Agreement between Canoe Brook and the Township. Upon receipt of any and all necessary permits, the Arrowgate and JBI improvements shall be constructed by the developers of the Inclusionary Projects subject to the terms of their cost sharing agreement.

4 Notwithstanding the study being prepared by the Township, the Developer may undertake its own study of Arrowgate and JBI at its sole cost and expense and present its

findings to the Township. The Township shall within 30 days review and not unreasonably withhold approval of the report and the recommendations therein. Any improvements associated with providing additional capacity as outlined in the report shall be undertaken at the sole cost and expense of the Developer in accordance with subparagraph VI.B.3 above.

5 Notwithstanding the foregoing, if there is sufficient available conveyance capacity in JBI for the Inclusionary Developments, but Township decides to enter into an agreement to provide additional capacity to Mine Hill Township or any other municipality and such additional capacity exceeds the existing capacity of JBI, Developer shall have no obligation to make any contribution for the JBI Improvements.

C. Connection Fees

1. The calculation of the amount of the water and sanitary sewerage connection fees shall be based upon the amounts set forth in the Township's ordinances as of the date this Agreement is fully executed; provided that the connection fees assessed for the affordable units shall be 50% of the market rate units as set forth in P.L. 2018, c.74. The Township shall provide written notice to the Developer at the address set forth in this Agreement at least thirty (30) days in advance of the public hearing to be held to adopt an increase to the water and/or sanitary sewerage connection fees applicable to this Development, and such written notice shall specify the amount of the proposed new connection fees. No later than five (5) days after the adoption of the revised water and/or sanitary sewerage connection fees imposed by the Township, Developer shall have the right to prepay the aggregate amount of the connection fees at the rate in effect immediately prior to the increase or, alternatively, to provide the Township with a Payment Bond ("Bond") or Letter of Credit ("LOC") in favor of the Township in that same amount in a form acceptable to the Township Attorney. The Bond/LOC will be reduced in the

amounts actually paid by the Developer for the connection fees (at the rate in effect immediately prior to the increase) . The Bond/LOC shall remain in place, (albeit at reduced amounts as actual connection fees are paid), until the connection fee is paid for the final unit at which time any balance of the Bond/ LOC remaining shall be released and returned. If Developer elects not to provide the Township with a Bond/LOC, then Developer shall be obligated to pay the increased water and/or sanitary sewerage connection fee at the time that each certificate of occupancy is issued. Developer shall have the unilateral right in its sole and absolute discretion to withdraw and/or to terminate the Bond/LOC, and if the Bond/LOC is withdrawn and /or terminated, Developer or any subsequent developer shall pay the increased connection fee currently in effect in the Township before each building permit is issued.

D. In conjunction with the DJ Litigation, the Township agrees that it shall reserve 29,845 GPD (or 0.030 MGD) and reserve 89,535 GPD (or 0.089 MGD) peak water demand from the present available water reserves for the Township, in accord with the Water Demand Calculations attached hereto as Exhibit C. The allocation shall be effective as of the date of this agreement and shall be memorialized by a “will serve” reservation by the Township to Toll, until such time as the water allocation permit is processed through the Township and NJDEP.

VI. MUTUAL TERMS ADDRESSING COST GENERATION

A. The Parties agree that all standards set forth in the Residential Site Improvement Standards (“RSIS”) shall govern the Development, with the exception that Table 4.3 Cartway and Right-of-Way Widths will require a de-minimus exception to allow for sidewalk along only one side of residential access street. Township agrees to support this exception.

B. Any Township ordinance or design standard in conflict with the RSIS shall not be applicable to the Development.

C. The Developer acknowledges that the provisions of the Ordinance attached hereto as Exhibit A and other applicable development ordinances of the Township do not impose development standards and/or requirements that are "cost generative".

D. STORMWATER CONTROL: All design standards shall be governed by the RSIS.

VII. TAX APPEALS.

A. The Developer shall dismiss all pending tax appeals within 30 days of the execution of this Agreement.

VIII. DEVELOPER'S ENVIRONMENTAL OBLIGATIONS

A. The Developer shall comply with all conditions of any and all permits issued in connection with any remediation of the Property and all applicable environmental laws, rules and regulations, including but not limited to, the Site Remediation Reform Act, N.J.S.A. 58:10C-1, et seq. ("SRRA"); Brownfield and Contaminated Sites Remediation Act, N.J.S.A. 58:10B-1, et seq. ("BCSRA"); Industrial Site Recovery Act, N.J.S.A. 13:1K-6, et seq. ("ISRA"); New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq. (the "Spill Act"); Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21, et seq.; Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq.; Administrative Requirements for the Remediation of Contaminated Sites ("ARRCS"), N.J.A.C. 7:26C; Remediation Standards Rules, N.J.A.C. 7:26D; and the Technical Requirements for Site Remediation ("Technical Rules"), N.J.A.C. 7:26E, and including with particular regard to the requisite disclosure of the existence of any

engineering controls which are implemented upon the Property to any subsequent owners and lessees (collectively, "Environmental Laws").

B. Any environmental condition on the Property necessitating remediation shall be performed and conducted under the jurisdiction of the New Jersey Department of Environmental Protection ("NJDEP"), or in accord with NJDEP regulations, a Licensed Site Remediation Professional ("LSRP"). The Township shall bear no responsibility or liability for the costs of any remediation of environmental contamination on the Property.

IX. FAIRNESS AND COMPLIANCE HEARING.

A. Prior to becoming effective, this Settlement Agreement must be approved by the Court following a fairness and compliance hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). If this Settlement Agreement is not approved by the Court, then this Agreement shall be deemed terminated and shall be of no further force and effect and the parties shall return to their respective positions as if this Settlement Agreement had not been executed by the parties. The Developer agrees to support the application for approval of this Settlement Agreement and the requests by the Township for approval of a HEFSP that includes the Development, as well the Township's requests to obtain a Judgment of Compliance and Repose for a period of ten years.

B. Developer or Owner shall remit 33% of any attorneys' fees negotiated to be paid to Fair Share Housing Center ("FSHC") in any settlement between the Township and FSHC within 10 days of the Court's approval of any such Settlement Agreement between the Township and FSHC, or such other time period as may be set forth in such Settlement Agreement.

X. GENERAL PROVISIONS.

A. **Cooperation.** The parties shall cooperate with each other and act in good faith in order to carry out the provisions of this Agreement.

B. **Defense of Agreement.** The parties shall fully cooperate with each other to defend the terms and conditions of this Agreement against any legal challenges filed, at their sole cost and expense.

C. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the parties hereto.

D. **Parties Bound.** This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

E. **Validity.** In the event that one or more of the provisions of this Agreement are held invalid, void or unenforceable, or the Settlement Agreement is not approved by the Court at a fairness and compliance hearing, this Agreement shall become null and void and be of no legal effect.

F. **Recording.** Upon approval by the Court at a fairness and compliance hearing, the Township may record this Settlement Agreement in the office of the Morris County Clerk.

G. **Default and Remedies.** It shall be a default of this Agreement for any party to fail to perform any of its obligations as set forth in this Agreement unless another remedy or consequence is set forth herein.

a. Upon the occurrence of a Default, the adversely affected party shall provide written notice of said default to the defaulting party. The defaulting party shall have a reasonable opportunity to cure the default ("Cure Period"), but in no event shall said Cure Period

exceed thirty (30) days or reasonable extension agreed to by the parties or as ordered by the Court. If the defaulting party has cured the default within the Cure Period, as may have been extended, there shall no longer be a Default.

b. Upon the occurrence of a Default, which has not been cured within the Cure Period, if any, the adversely affected party shall have the right to file a motion with the Court in aid of litigant's rights pursuant to Rule 1:10-3 of the Rules Governing the Courts of the State of New Jersey.

c. If a Court determines that there has been a default by any party, which has not been cured within the Cure Period, if any, the defaulting party shall be responsible for the reasonable expenses incurred by the adversely affected party or parties in seeking a remedy for the default, including, but not limited, to reasonable attorney's fees, any reasonably necessary professional costs and court costs.

XI. PREPARATION.

The parties acknowledge that they each have been represented by legal counsel with regard to the negotiation and preparation of this Agreement and that this Agreement has been prepared jointly by attorneys representing each party as a means of furthering the purposes set forth and therefore any presumption for resolving ambiguities against the drafter or any party shall not apply.

XII. NOTICE OF ACTIONS.

The parties and their respective legal counsel agree to immediately provide each other with notice of any lawsuits, actions or governmental declarations, threatened or pending, by third parties of which they are actually aware, which may affect this Agreement or any specific

provisions of this Agreement and/or any approvals and/or actions taken by the Parties pursuant to the terms and conditions of this Agreement

XIII. COUNTERPART SIGNATURES.

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

XIV. TIME PERIODS; EXTENSIONS OF TIME.

All time frames above are conditioned upon both Parties approval and execution of this Agreement, the approval of the Agreement by the Court's Special Master and approval by the Court at a fairness hearing before any timeframes under the Agreement shall begin to run. The Parties hereby agree that they will cooperate to effectuate the terms and conditions of this Settlement Agreement and to fulfill the Township's and the Developer's obligations required pursuant to this Settlement Agreement. The parties agree that any time periods within which either party must perform its obligations or accomplish specific actions may be mutually extended by the parties with the consent of the Court where necessary. The parties acknowledge and agree that certain actions and obligations required under this Agreement are dependent on the actions of individuals and entities that are not a party to this Agreement.

XV. NOTICE.

All notices required under this Agreement shall be in writing and shall be given by Certified Mail, return receipt requested, or by recognized overnight personal carriers, such as Federal Express, with a proof of receipt, and in addition thereto, and not in lieu of written notice

as provided above, where feasible, the party delivering the Notice shall provide the same by either a facsimile version/delivery or an e-mail attachment. All notices shall be deemed received upon the date of delivery, which is set forth in such certified proof and at all times for performance based upon notice shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

If to OWNER:

LYS Realty Associates, LLC
c/o Eric Sporn
47 Keats Road
Short Hills, NJ 07078

With a Required Copy to:

Henry Kent-Smith, Esq.
Fox Rothschild, LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, N.J. 08648-2311
E-Mail: HKent-Smith@foxrothschild.com
Phone: (609) 896-3600

If to the DEVELOPER:

TOLL BROS, INC
Attention Jim Majewski
96 Route 173 West Suite 1B,
Hampton, NJ 08827

If to the Township of Randolph:

Township of Randolph
Municipal Building
502 Millbrook Avenue
Randolph, New Jersey 07869
Attn: Stephen Mountain, Township Manager
Email: smountain@randolphNJ.org
Phone: (973) 989-7060

With a Required Copy to:

Edward J. Buzak, Esq.
The Buzak Law Group, LLC
150 River Road, Suite N-4
Montville, NJ 07045
Email ejbuzak@buzaklawgroup.com
Phone (973) 335-0600

IN WITNESS WHEREOF, the parties have executed this Agreement consistent with applicable law on the day and year written below their names:

ATTEST:

Donna M. Luciani
Donna M. Luciani, Twp. Clerk

TOWNSHIP OF RANDOLPH

By Christine Carey
Christine Carey, Mayor

Dated: 9/29/20

ATTEST:

LYS REALTY ASSOCIATES, LLC

By _____
Managing Member

Dated: _____

ATTEST:

Sherry Ann Cooper
Executive Assistant

TOLL BROS INC.

By James Majewski
Authorized Representative

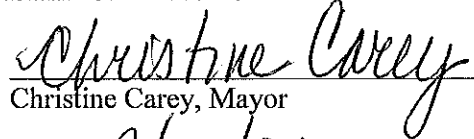
Dated: 9/10/20

IN WITNESS WHEREOF, the parties have executed this Agreement consistent with applicable law on the day and year written below their names:

ATTEST:


Donna M. Luciani, Twp. Clerk

TOWNSHIP OF RANDOLPH

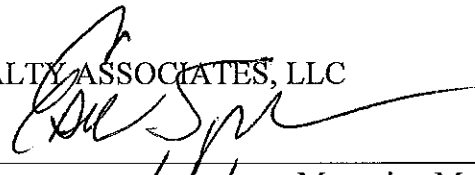
By 
Christine Carey, Mayor

Dated: 9/29/20

ATTEST:



LYS REALTY ASSOCIATES, LLC

By 
Managing Member

Dated: 9/24/20

ATTEST:

TOLL BROS INC.

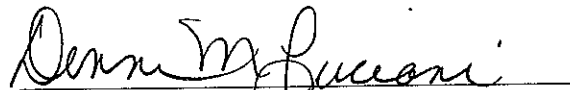
By _____
Authorized Representative

Dated: _____

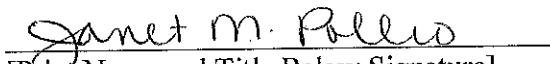
ACKNOWLEDGEMENT

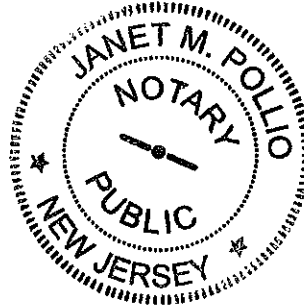
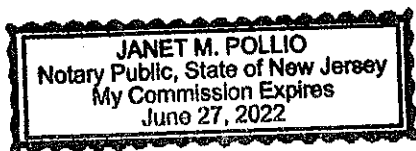
STATE OF NEW JERSEY |
COUNTY OF MORRIS | SS.:

BE IT REMEMBERED, that on this 29th day of September, in the year of our Lord, Two Thousand Twenty, before me, the subscriber, personally appeared DONNA M. LUCIANI, who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction that she is the CLERK of the TOWNSHIP OF RANDOLPH, a municipal corporation, the corporation named in the within instrument; that CHRISTINE CAREY is the MAYOR of said municipality; that the execution as well as making of this instrument has been duly authorized by proper action of the Township Council; that deponent well and truly knows the corporate seal of said municipality; and the seal affixed to said instrument is such seal and was thereto affixed to said instrument signed and delivered by said MAYOR as and for the voluntary act and deed of said municipality, in the presence of deponent, who thereupon subscribed her name thereto as witness.


Donna M. Luciani, Township Clerk

Sworn and subscribed to before
me on the date aforesaid.


[Print Name and Title Below Signature]
Janet M. Pollio, Notary



4 8

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STATE OF NEW JERSEY)

SS:

COUNTY OF MORRIS)

I CERTIFY that on the 24th day of SEPTEMBER, 2020, ERIL SPIRN personally came before me, and this person acknowledged under oath to my satisfaction that:

(a) this person is the Managing Member of LYS Realty Associates, LLC, the entity named in this document.

(b) MANAGING MEMBER this document was signed and delivered by ERIL SPIRN, as of and on behalf of LYS Realty Associates, LLC, as its voluntary act and deed duly authorized by its members; and

(c) this person signed this proof to attest to the truth of the facts.

Signed and sworn to before me
on the 24 day of September, 2020



Notary Public of New Jersey
My Commission Expires:
(Affix Seal)

GLENN R. MATEJEK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 13, 2026

STATE OF NEW JERSEY)

SS:

COUNTY OF Hunterdon

I CERTIFY that on the 10 day of September, 2020, James Majewski personally came before me, and this person acknowledged under oath to my satisfaction that:

(a) this person is the Authorized Representative of Toll Bros., Inc., the entity named in this document.

(b) this document was signed and delivered by James Majewski as Authorized Representative of and on behalf of Toll Bros., Inc. as its voluntary act and deed duly authorized by its shareholders; and

(c) this person signed this proof to attest to the truth of the facts.

Sherry Ann Cooper

Signed and sworn to before me
on the 10 day of September, 2020

Sherry Ann Cooper

Notary Public of New Jersey
My Commission Expires:
(Affix Seal)

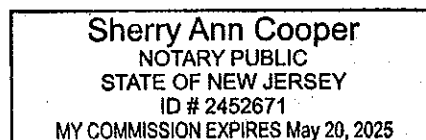


EXHIBIT A

15-___.6 – R-X SINGLE-FAMILY ATTACHED INCLUSIONARY ZONE (R-X ZONE)

15-___.1.- Purpose

This zone district and its regulations are intended to provide a realistic opportunity for the construction of a maximum of 136 townhouse units as part of an inclusionary development with a twenty percent (20%) set aside, with 108 market townhomes and either 27 or 28 affordable units, as determined by developer.

15-___.2.- Permitted uses

A. Principal uses.

1. Townhouse
2. Stacked townhouse
3. There may be multiple principal buildings on a lot.

B. Accessory uses and structures.

1. Accessory uses customarily incidental to the above principal permitted uses
2. Recreational facilities for the sole use of the residents and their guests
3. Fences and walls
4. Clubhouse for use by residents and their guests, such as but not limited to a club room, fitness room, conference / work areas
5. Storage building/ structure for indoor storage of pool and maintenance equipment
6. Stormwater basins and structures
7. Mail kiosk/cluster box unit
8. Screened storage areas for trash and recyclables
9. Entrance monument, signage, and decorative guard house with maximum height of 15 feet and maximum area of 60 square feet, and with no access barrier
10. Off-street parking subject to the Residential Site Improvement Standards (RSIS) New Jersey Administrative Code, Title 5, Chapter 21

15-___.3.- Area and bulk requirements

- A. *Minimum tract area:* 35 acres
- B. *Minimum building setback from tract boundary:* 40 feet.
- C. *Minimum setback for decks, patios, and retaining walls from tract boundary:* 20 feet
- D. *Maximum density:* Four dwelling units per gross acre, with no more than 136 total units, consisting of 108 market townhomes and either 27 or 28 affordable units.

- E. *Minimum separation between townhouse buildings* (excluding patios and decks which may encroach up to 10 feet, porches and stairs which may encroach up to 5 feet, and eaves, chimneys/fireplaces, bay windows and other ornamental architectural features which may encroach up to 3 feet into the required separation).
1. Front-to-front: 65 feet
 2. Front-to-side: 60 feet
 3. Side-to-side: 20 feet
 4. Side-to-rear: 30 feet
 5. Rear-to-rear: 40 feet
- F. *Maximum townhouse building length*: 180 feet
- G. *Maximum number of units in a structure*: 6 units, except 12 units may be provided where there are stacked townhouse units in a structure.
- H. *Maximum building height*: 45 feet with allowances for stepped foundations along building length. Said measurement shall then apply to each stepped section. Building height for units designed with “walk-out” basements shall be measured from the front façade.
- I. *Maximum number of stories*: 3 stories
- J. *Minimum building setback from curb of internal roadway*: 20 feet
- K. *Minimum building setback from off-street parking space*: 10 feet
- L. *Maximum impervious coverage*: forty percent (40%) of total lot area
- M. *Maximum building coverage*: twenty percent (20%) of total lot area
- N. *Buffer area*:
1. Pursuant to Section 15-51.4.B, “Buffer dimensional requirements”, proposed multi-family uses abutting any residential zone shall contain a transition buffer twenty (20) feet in width. The buffer area is a portion of the minimum building setback area described above in subsection C.
 2. The buffer shall be vegetated with existing and/or proposed landscaping and may be supplemented by berms. Retaining walls may be placed within the buffer.

3. Notwithstanding the forgoing, entrance driveways, storm water basins, and utilities shall be permitted within the buffer area.
- O. Recreational and clubhouse facilities shall be subject to the same height and separation requirements as residential uses
- P. *Common open space:* Open space and amenity areas shall conform to the provisions of Township Code Section 15-78, "Open Space and Recreation", and Section 15-79, "Site Amenities", except as specifically provided below:
1. A minimum of 20% of the total lot area shall be set aside in common open space for active and passive recreation. As to the location of open space, all environmentally constrained land, including wetlands and associated buffers, stormwater management areas shall be included in the areas set aside as common open space and count toward the overall requirement.
 2. The requirement for developed recreation facilities and active recreation shall be satisfied by provision of a pool area with a minimum of 1,100 square feet and a clubhouse with a minimum of a 2,000 square feet.
- Q. *Signage Requirements*
1. Freestanding signs shall be permitted in accordance with Township Code Section 15-43.4, "Freestanding signs".
 2. *Internal Directional Signs.* Any signs reasonably necessary to direct residents, visitors and guests within the development. Directional signs shall be permitted in accordance with Township Code Section 15-43.3, "Design standards and requirements".
 3. The provisions of Section 15-43.2., "General provisions" of the Township Land Development Code Section 15-43. "Signs" shall apply.
 4. The provisions of Section 15-43.16 "Signs in Residential Zoning Districts" shall apply.
- R. *Market Rate and Affordable Housing Requirements*
1. There shall be a minimum set-aside of 20% of the total units as affordable units, but not less than 27 affordable units.
 2. The developer shall have an obligation to deed restrict the Affordable Units as very low-income, low-income, or moderate-income affordable units for a period of at least thirty (30) years, until such time and under conditions as the Township elects to release the deed restriction, so that the Township may count the Affordable Units against its affordable housing obligation.

The deed restrictions shall be recorded with the County Clerk, and a copy of the recorded deed shall be forwarded to the Township Municipal Housing Liaison and Administrative Agent. Any sale of the property or units shall not affect the length or terms of the deed restriction.

3. The bedroom distribution of the affordable units shall be in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.3.
4. The income distribution of the affordable units shall be in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.3, and shall also provide for a 13% set-aside of very-low income units as part of the income distribution.

S. Development standards

1. Roadways shall be designed in accordance with RSIS
2. Sidewalks shall be designed in accordance with RSIS and shall at a minimum be required on one side of internal roadways.
3. *Off-street parking and parking design requirements.*
 - a) Off-street parking shall be provided in accordance with RSIS. Townhouse units shall meet the requirements for 3-bedroom townhouse in RSIS and stacked townhouses shall meet the requirements for 1, 2, or 3-bedroom garden apartment in RSIS.
 - b) Off-street parking shall be provided for the clubhouse at a rate of one (1) space per every fifteen (15) housing units approved.
 - c) At least one (1) of the two (2) stacked units within a townhouse building shall have a minimum of one (1) garage space. One additional parking space for this unit shall be provided in an associated driveway in front of the garage. The second stacked unit, lacking a garage space, shall have one driveway space, with an additional required parking space provided per RSIS standards within 200-feet of said unit. The additional required parking space shall be dedicated to the unit served and accessible by sidewalk or by crossing street directly fronting on unit served.
 - d) All guest parking shall be within 300-feet of unit served.
 - e) Streets, intersections, sight triangles, curbs, sidewalks, driveways and other vehicular or pedestrian traffic circulation measures shall be governed by RSIS. Bicycle lanes and trails shall not be required.

T. *Steep Slopes.* Steep slope disturbance shall be permitted pursuant to Ordinance ____, amended Section 15-44.8.C

U. *Trees.*

a) Tree removal shall be subject to the Average Tree Density application requirements under Section 15-48, "Tree Removal and Protection", of the of the Township Land Development Code. All trees within environmentally sensitive areas shall be preserved.

b) Street trees shall be planted at an interval of not to exceed 75 feet.

V. *Site Plan and Building Design Standards.* Site plan and building design standards shall conform to the provisions of Township Code Section 15-60, "Site Plan and Subdivision Design Standards", except as specifically provided below:

- a) Allow for impacts to trees on ridgelines
- b) Allow for orientation of the majority of roadways other than east/west
- c) Allow for grouping of units in residential block type layout as opposed to quadrangles, courts, etc.
- d) Allow for testing agency certified 2-hour gypsum area separation wall assembly for the construction of all party walls.
- e) Allow for materials other than brick and quarried stone for the side, rear, and front elevation.
- f) There shall be no minimum percentage requirement for the total area of the front elevation in each group of dwelling units to be faced with brick or stone. If used, stone may be man-made or cultured.
- g) Allow for block lengths in excess of 1,000 feet in length.
- h) Allow for stormwater management design and control to be governed by RSIS.

W. *Lighting.* Street lighting shall conform to the type and number supplied and approved by the local utility. Lighting shall be provided at all street intersections, parking stalls/areas and common use areas (such as a clubhouse, community mailboxes, etc.). Lighting intensity measured at ground level shall be provided as set forth:

- | | |
|--------------------------------------|-----------------------------|
| a) Street Intersections | = 0.3 footcandle (average) |
| b) Parking Stalls (on or off-street) | = 0.5 footcandles (average) |
| c) Common Use Areas | = 0.5 footcandles (average) |
| d) All other areas | = 0.0 footcandles (average) |

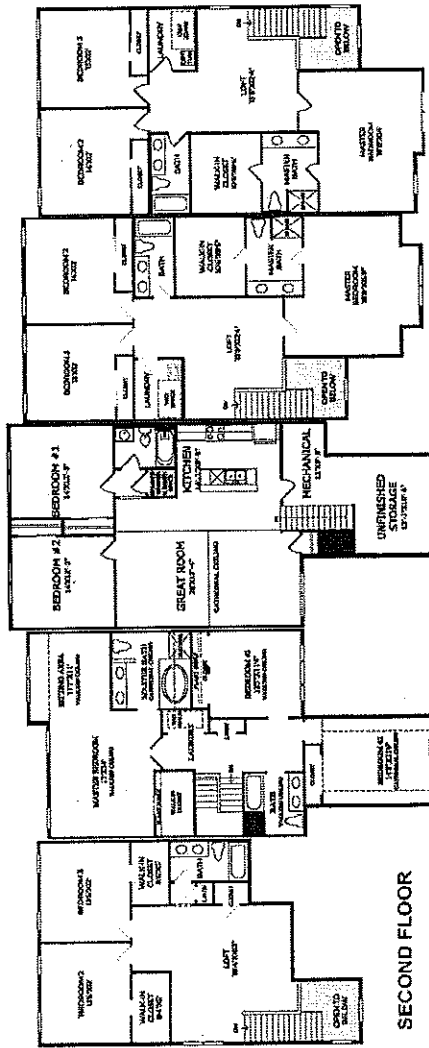
X. In the event of any conflict between the provisions and requirements of this section and the provisions and requirements of any other section of Chapter XV, the provisions and requirements of this section shall govern.

EXHIBIT B

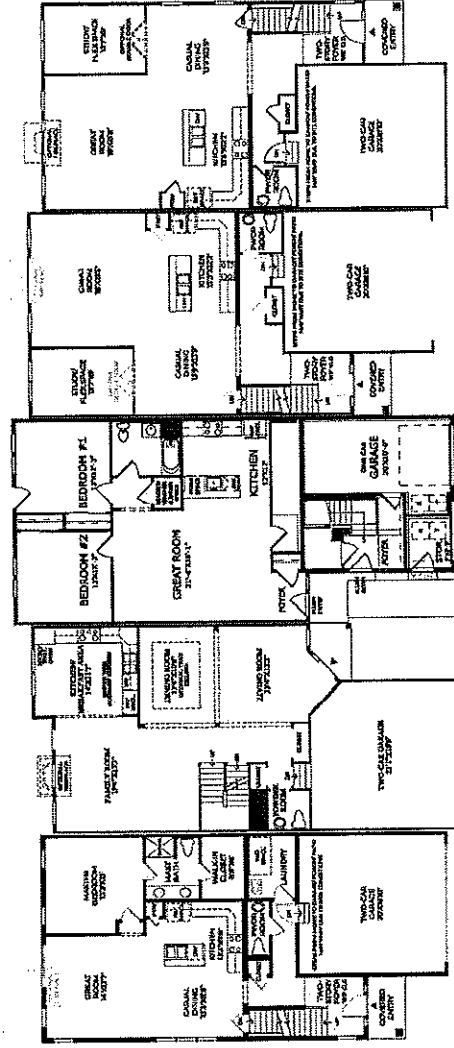
CONCEPT PLAN FOR INCLUSIONARY DEVELOPMENT

ARCHITECTURAL ELEVATIONS AND FLOOR PLANS

[illegible]



BELLE
1,176 S.F.



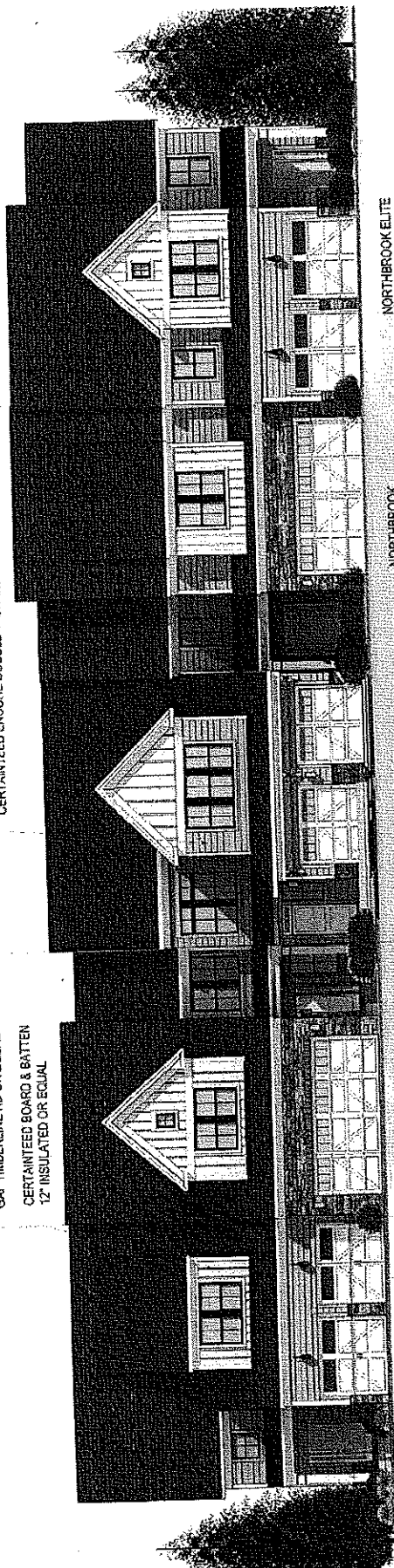
MARBURY ELITE 1,955 S.F. **EASTPORT** 2,208 S.F. **LULU** 2 BEDROOM 1,059 S.F. **NORTHBROOK** 2,365 S.F. **NORTHBROOK ELITE** 2,342 S.F.

DRAFT

CERTAINTEED BOARD & BATTEN
12" INSULATED OR EQUAL

CERTAINTEED ENCORE DOUBLE 4" OR EQUAL

GAF TIMBERLINE HD OR EQUAL
CERTAINTEED BOARD & BATTEN
12" INSULATED OR EQUAL



NORTHBROOK ELITE
NEWHAVEN

NORTHBROOK
NEWHAVEN

LULU AND BELLE
NEWHAVEN

EASTPORT
NEWHAVEN

MARBURY ELITE
NEWHAVEN

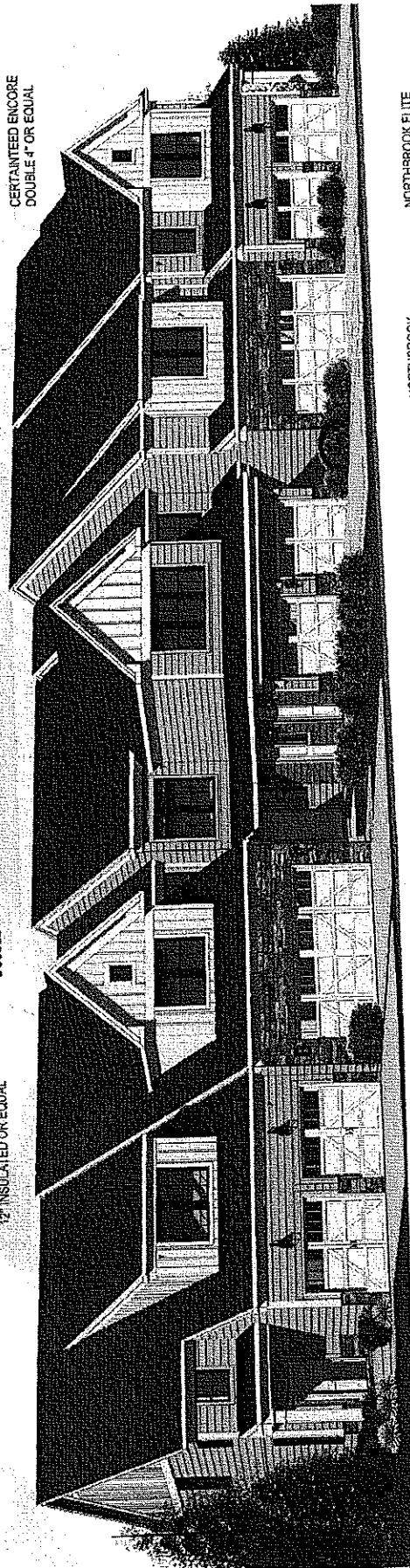
CERTAINTEED BOARD & BATTEN
12" INSULATED OR EQUAL
CERTAINTEED ENCORE
DOUBLE 4" OR EQUAL

GAF TIMBERLINE HD OR EQUAL

CERTAINTEED ENCORE
DOUBLE 4" OR EQUAL

DUTCH QUALITY OR EQUAL
CERTAINTEED ENCORE
DOUBLE 4" OR EQUAL

CERTAINTEED BOARD & BATTEN
12" INSULATED OR EQUAL



NORTHBROOK ELITE
NEWHAVEN

NORTHBROOK
NEWHAVEN

LULU AND BELLE
NEWHAVEN

DUTCH QUALITY OR EQUAL

EASTPORT
NEWHAVEN

MARBURY ELITE
NEWHAVEN

DRAFT

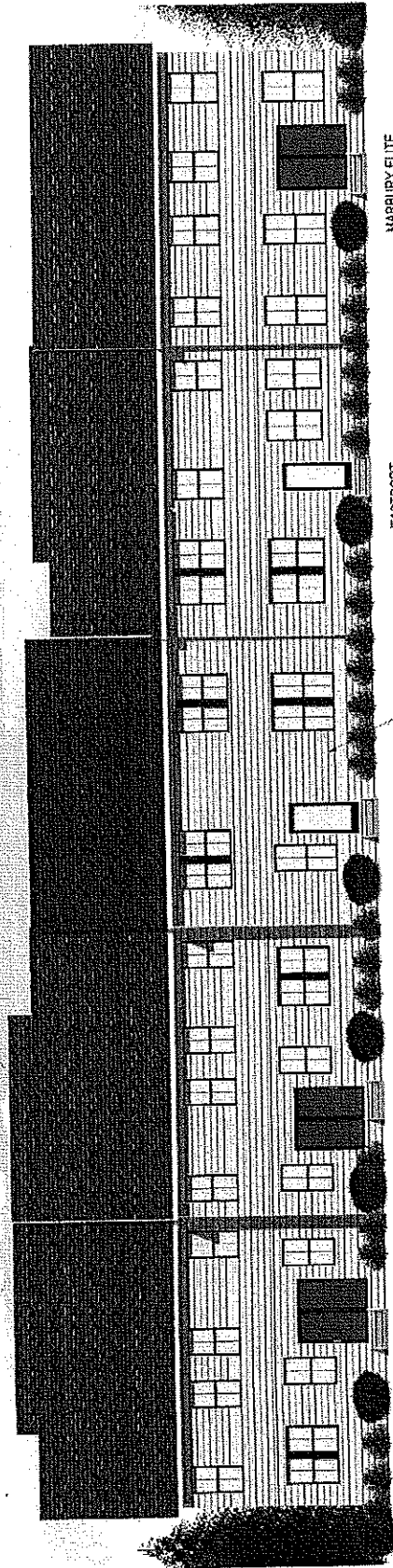
TOLLARCHITECTURE

01/21/2020

EVALUATIONS

T.H.U.

—GAF TIMBERLINE HD OR EQUAL



NORTHBROOK ELITE
NEWHAVEN

NORTHBROOK
NEWHAVEN

LULU AND BELLE
NEWHAVEN

—CERTAINTED ENCORE DOUBLE 4" OR EQUAL

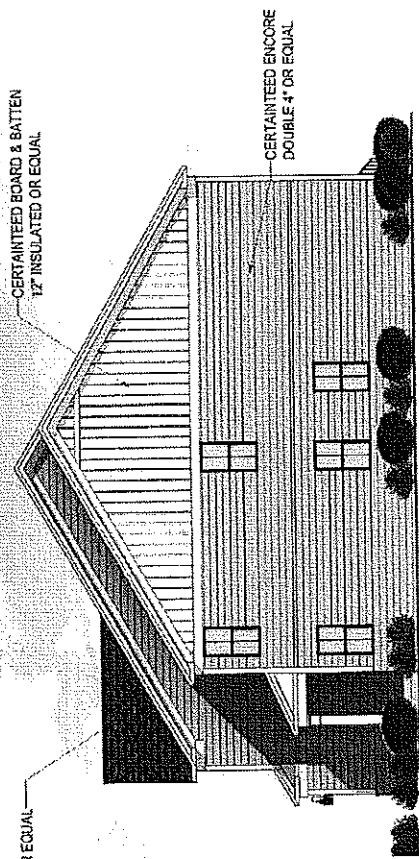
EASTPORT
NEWHAVEN

MARBURY ELITE
NEWHAVEN

—CERTAINTED BOARD & BATTEN
12" INSULATED OR EQUAL

GAF TIMBERLINE HD OR EQUAL

—CERTAINTED BOARD & BATTEN
12" INSULATED OR EQUAL



NORTHBROOK ELITE
NEWHAVEN

—CERTAINTED ENCORE
DOUBLE 4" OR EQUAL

—CERTAINTED ENCORE
DOUBLE 4" OR EQUAL

MARBURY ELITE
NEWHAVEN

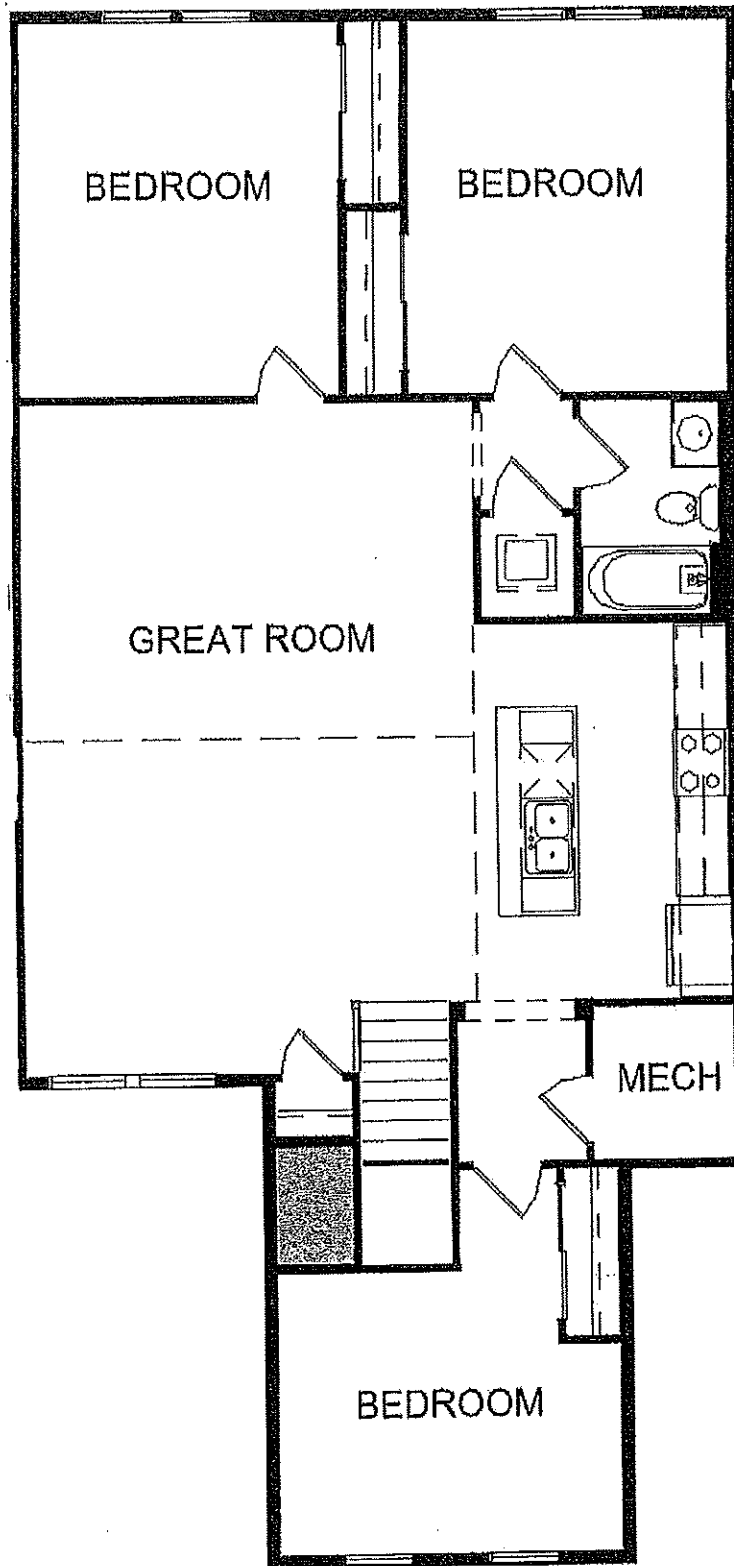
DRAFT

EVALUATIONS

T. HUI

01/21/2020

TOLL ARCHITECTURE



BELLE

3 BEDROOM - 1,443 SF

RANDOLPH TOWNSHIP
NEW JERSEY

EXHIBIT C
WATER DEMAND CALCULATIONS

AVERAGE DAILY DEMAND

WATER - AVERAGE DAILY DEMAND

TOWNHOMES (3-BR) =	108 units x 210 GPD/Unit =	22,680 GPD
ADUs (3-BR) =	14 units x 210 GPD/Unit =	2,940 GPD
ADUs (2-BR) =	14 units x 150 GPD/Unit =	2,100 GPD
Clubhouse/Pool =	85 person (max. occupancy) x 25 GPD/person =	<u>2,125 GPD</u>
		TOTAL = 29,845 GPD = 0.030 MGD

WATER - PEAK DAILY DEMAND

$$3.0 \times \text{AVERAGE DAILY DEMAND} = 3.0 \times 29,845 \text{ GPD} = 89,535 \text{ GPD} = 0.090 \text{ MGD}$$

EXHIBIT D
OMNIBUS ORDINANCE

EXHIBIT D

**TOWNSHIP OF RANDOLPH
COUNTY OF MORRIS
STATE OF NEW JERSEY**

DRAFT ORDINANCE #XX-XX

**AN OMNIBUS ORDINANCE OF THE TOWNSHIP OF RANDOLPH TO CERTAIN SECTIONS OF
ARTICLE III (ZONING) OF THE ORDINANCES OF THE TOWNSHIP OF RANDOLPH**

WHEREAS, the Township Council deems it appropriate to amend the Township Code with respect to certain elements of Article III, Zoning;

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Randolph, County of Morris, State of New Jersey, as follows:

SECTION 1. Section 15-48 (Tree Removal and Protection), Subsection 2 (Definitions) of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to include the following new definition:

AVERAGE TREE DENSITY

For sites in excess of 3 acres of trees to be removed or cleared, a selective inventory, by size and species, of all trees having a DBH of eight (8) inches or greater within the proposed limit of disturbance shall be conducted using a minimum of nominal quarter acre plots (100 feet by 100 feet) which shall be staked or visibly marked to allow for inspection. The location of the inventory plots shall be determined by the applicant, subject to Township approval, by using a grid overlay drawn to the same scale as the site plan submitted with the application. A representative five (5%) percent of the wooded area proposed to be cleared shall be inventoried.

SECTION 2. Section 15-48 (Tree Removal and Protection), Subsection "6" (Tree removal/protection requirements for major and minor subdivisions and site plans), Subsection "1" (Application review procedure) of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to include a new Item "6", to read as follows:

6. Average Tree Density calculation shall apply for sites in excess of 3 acres of trees to be removed or cleared.

SECTION 3. Section 15-48 (Tree Removal and Protection), Subsection "6" (Tree removal/protection requirements for major and minor subdivisions and site plans), Subsection "2" (Permit application procedure), Subsection A (Application Form), Item "4" of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to read as follows:

4. A list of all trees, deciduous or coniferous, to be removed with a DPM equal to or greater than eight (8) inches identified by size and species, including total number of each species to be removed. Exceptions are listed under Section 15-48.6.2.A.9.

SECTION 4. Section 15-48 (Tree Removal and Protection), Subsection "6" (Tree removal/protection requirements for major and minor subdivisions and site plans), Subsection "2" (Permit application

procedure), Subsection A (Application Form) of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to include a new Item "9", to read as follows:

9. For sites utilizing Average Tree Density calculation, the following procedure shall be followed:
 - a. The Average Tree Density shall utilize nominal quarter acre (100'x100') sample areas. Sample areas are to be staked out in the field and verified by the Township that they are representative of the site.
 - b. The number of sample areas must be a total an area that comprises 5% of the wooded areas to be cleared. To calculate the number of required samples, 5% of the wooded areas to be cleared (in square feet) shall be divided by 10,000. Any resulting fractional number shall be rounded up to the nearest whole number. The representative 5% shall be determined by agreement between the Township and the applicant. Unless otherwise determined by the Township, where less than three acres is proposed to be cleared, all trees to be removed shall be inventoried;
 - c. A list of all trees, deciduous or coniferous, to be removed within the sample area with a DPM equal to or greater than eight (8) inches shall be identified by size and species, including total number of each species to be removed;
 - d. Tree replacement is based on 2 replacement trees for every tree between 12" and 24" inclusive that are removed.
 - e. The number of trees to be removed is estimated based on applying the average density of the samples proportionally to the area to be cleared.

SECTION 5. Section 15-48 (Tree Removal and Protection), Subsection "6" (Tree removal/protection requirements for major and minor subdivisions and site plans), Subsection "2" (Permit application procedure), Subsection B (Landscape Plan), Item "2" of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to read as follows:

2. Location and identification by size and species of individual trees as listed in Sec. 15-48.6.2.A.4 or 15-48.6.2.A.9 for removal, plus those trees of DPM of eight (8) inches or greater within the area of development/limit of disturbance which are to be preserved.

SECTION 6. Section 15-48 (Tree Removal and Protection), Subsection "6" (Tree removal/protection requirements for major and minor subdivisions and site plans), Subsection "2" (Permit application procedure), Subsection B (Landscape Plan), Item "3" of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to read as follows:

3. Location of individual trees with a DPM equal to or greater than eighteen (18) inches identified by size and species thirty feet beyond a delineated limit of disturbance line. This requirement does not apply to a minor subdivision or sites utilizing Average Tree Density calculation.

SECTION 7. Section 15-48 (Tree Removal and Protection), Subsection "6" (Tree removal/protection requirements for major and minor subdivisions and site plans), Subsection "3" (Clearing requirements), Subsection A (Design Requirements), Item "2" of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to read as follows:

2. For site in excess of 20 acres, no more than sixty (60) percent of existing tree canopy within the property boundaries shall be removed. Existing tree canopy comprised of the forty (40) percent minimum shall be noted for preservation. Steep slope limits of disturbance shall supersede this section when appropriate.

SECTION 8. Section 15-48 (Tree Removal and Protection), Subsection "6" (Tree removal/protection requirements for major and minor subdivisions and site plans), Subsection "4" (Tree care and plantings), Item E of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to read as follows:

- E. Applicant Option. If an applicant should decide not to replace required trees on his site, the applicant shall contribute \$200 per tree not replaced, which monies shall be deposited into the Tree Bank Fund of Sec. 15-48.8.B. Where the number of trees not replaced exceeds 250 the contribution shall be \$115 per tree not replaced.

SECTION 9. Section 15-48 (Tree Removal and Protection), Subsection "6" (Tree removal/protection requirements for major and minor subdivisions and site plans), Subsection "4" (Tree care and plantings), Item A (Tree Replacement and Reforestation) of Article III (Zoning) of the Code of the Township of Randolph is hereby amended hereby amended to include a new Item "5", to read as follows:

5. Replacement trees planted in excess of 3.5" caliper shall be entitled to 2 replacement credits for each tree.

SECTION 10. Section 15-44 (Regulations for Development within Steep Slope Areas), Subsection "4" (Steep slope disturbance application contents.), Subsection B, Item "1" of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to read as follows:

1. For the purpose of determining the area of regulated steep slopes on a property, the existing topography shall be analyzed based on a ten foot (10') contour intervals. The 10' contours shall be used to delineate all of the slope categories outlined in this ordinance. For the purpose of showing the limit of disturbance for the clearing and/or construction as described above, existing and proposed contour lines using a two foot (2') contour interval shall be shown on the steep slope analysis plan.

SECTION 11. Section 15-44 (Regulations for Development within Steep Slope Areas), Subsection "8" (Minor steep slope areas), of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to read and to include a new Item "C" as follows:

15-44.8. – Exemptions

- A. Additions to and maintenance of existing single-family homes including pools, patios, garages, sheds and gardens, located on lots in residential zones not exceeding 1.75 times the minimum lot size for the zone, are exempt from the steep slope disturbance plan requirements, except where the proposed disturbance exceeds 2,000 square feet within a slope area of 15% or greater. Such determination shall be made by the Engineering Department using the aerial topography maps having a 5 foot contour interval.

- B. All commercially zoned lots shall be exempt from the steep slope disturbance requirements, except where disturbance exceeds 3,000 square feet for lots less than 5 acres, and 5,000 square feet for lots greater than 5 acres.
- C. Residentially zoned lots greater than 10 acres shall be exempt from the regulation of slopes less than 15%. These lots shall also be permitted disturbance of steep slopes in the following amounts for each steep slope category:
 - 15-19.99% - 10,000 square feet
 - 20-24.99% - 5,000 square feet
 - 25%+ - 3,000 square feet

SECTION 12. Section 15-30 (OL Office-Laboratory District), Subsection "2" (Permitted uses) of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to include a new Item "5", to read as follows:

- 5. For lots with frontage on major arterial roadways, shared or common driveways to access any adjacent, neighboring, or rear lots are permitted to minimize the number of curb cuts.

SECTION 13. Section 15-30 (OL Office-Laboratory District), Subsection "4" (Area and bulk requirements), Item "F" of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to read as follows:

- F. Maximum impervious surface coverage: 65 percent of the lot area.

SECTION 14. Section 15-30 (OL Office-Laboratory District), Subsection "4" (Area and bulk requirements), Item "C" of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to read as follows:

- C. Minimum setback: No part of any structure shall be closer than 100 feet to any property line nor closer than 200 feet to any public road or street nor closer than 300 feet to any single-family residential zone district or use. Parking areas, as required by this chapter, shall be permitted in any yard provided said parking area is at no point closer than 50 feet to any property line nor closer than 100 feet to any single-family residential zone district or township boundary line. The building setback requirements of this paragraph shall not apply to structures having a floor area of less than 200 square feet and used solely to provide shelter for personnel concerned with the control of access to the premises.

Section 15. Section 15-43 (Signs), Subsection "4" (Freestanding Signs), of Article III (Zoning) of the Code of the Township of Randolph is hereby amended to include a new Item "I", to read as follows:

- I. For lots with frontage on major arterial roadways, shared or common freestanding signage with adjacent, neighboring, or rear lots are permitted to minimize the number of signs along the roadway.

EXHIBIT E

**CURRENT ACTUAL FLOWS and UNUSED FLOWS FROM PREVIOUSLY
APPROVED CONNECTIONS**

EXHIBIT F

PLAT AND RIGHT OF WAY TO BE ABANDONED

1310



Approved for filing this 10th day of March 1952
 Charles C. Sundberg Chairman Zoning Board
 W. F. Balzano Sec'y

MAP OF PROPERTY
 KNOWN AS
 FERROMONTE HEIGHTS
 BELONGING TO
 MAX UHLMANN-DOVER, N. J.
 SITUATED IN
 RANDOLPH TOWNSHIP - MORRIS COUNTY - NEW JERSEY
 SCALE: 1" = 100'
 MARCH 15, 1952
 W. F. Balzano, Surveyor

Tax Map Location Block 30- Lot 8.

RESOLUTION NO. 265-20

**AUTHORIZING THE EXECUTION OF A SETTLEMENT
AGREEMENT WITH LYS REALTY ASSOCIATES, LLC AND TOLL BROS, INC.**

WHEREAS, on July 1, 2015, the Township of Randolph ("Township") filed a Complaint in the matter captioned In the Matter of the Application of the Township of Randolph, Docket No. MRS-L-1640-15 ("DJ Litigation"), seeking a declaration from the New Jersey Superior Court that its Housing Element and Fair Share Plan ("HEFSP") is constitutionally compliant; and

WHEREAS, LYS Realty Associates, LLC ("LYS") is the owner of certain real property located in the Township of Randolph, Morris County, State of New Jersey, known and designated as Block 44, Lot 4 on the Official Tax Map of the Township of Randolph ("Property"); and

WHEREAS, LYS is under agreement with Toll Bros, Inc. ("Toll") to secure development approvals for the Property and thereafter develop the Property with an affordable housing component; and

WHEREAS, LYS, along with Sporn Realty and Management Corp. ("Sporn"), intervened in the DJ Litigation challenging the Township's satisfaction of its affordable housing obligation, among other things; and

WHEREAS, the property owned by Sporn (Block 44, Lot 48 on the Official Tax Map of

the Township of Randolph) is no longer involved in this matter; and

WHEREAS, the Township, LYS and Toll have engaged in settlement negotiations and have come to an agreement resolving all of the differences between them with regard to the DJ Litigation including the development of the Property with an affordable housing component; and

WHEREAS, the terms and conditions of said agreement are set forth in a certain Settlement Agreement dated September 24, 2020; and

WHEREAS, the Township desires to resolve the issues between the Township, LYS and Toll with regard to the DJ Litigation as set forth in the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Randolph, County of Morris, State of New Jersey as follows:

1. All the terms and conditions of a certain Settlement Agreement by and between the Township of Randolph, LYS Realty Associates, LLC and Toll Bros, Inc. dated September 24, 2020, be and the same are hereby approved, ratified and confirmed by the Township.

2. The Mayor and Clerk are hereby authorized to execute said Settlement Agreement subsequent to the execution by LYS Realty Associates, LLC and Toll Bros, Inc. and, together with other appropriate officers and employees of the Township, are hereby authorized to take all steps necessary to effectuate the purposes of this Resolution.


3. The Township hereby authorizes and approves any non-substantive modifications to the Settlement Agreement as may be recommended and approved by the Township Manager and Township Attorney prior to execution.

4. This Resolution shall take effect immediately.

CERTIFICATION

I, Donna Marie Luciani, Township Clerk of the Township of Randolph hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council of the Township of Randolph at a duly convened meeting held on September 24, 2020.

September 24, 2020
Date



Donna Marie Luciani, Township Clerk