

UL v. Carteret, Old Bridge

May 26, 1977

Stipulation of Settlement

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CA 0023049

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 Township of Old Bridge  
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 Old Bridge, New Jersey 08857  
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 Attorney for Defendants

OAKWOOD AT MADISON, INC. :  
 a corporation of the State :  
 of Ne Jersey, et als. :

Plaintiffs, :

-vs- :

THE TOWNSHIP OF MADISON, :

Defendants. :

and :

THE STATE OF NEW JERSEY, :

Defendant. :

SUPERIOR COURT OF NEW JERSEY  
 LAW DIVISION - MIDDLESEX COUNTY  
 DOCKET NO. L-7502-70 P.W.

Civil Action

STIPULATION OF SETTLEMENT

This matter being opened to the Court by Louis J. Alfonso,  
 Esq., and Richard F. Plechner, Esq., Attorneys for the Township of

Old Bridge, in the presence of Frederick C. Mezey, Esq. (Mezey & Mezey, Esqs.) attorneys for plaintiffs, in regard to the settlement of the specific claims of the corporate plaintiffs Oakwood at Madison, Inc. and Beren Corporation, it is hereby stipulated and agreed as follows:

1. Plaintiffs Oakwood at Madison, Inc. and Beren Corporation (hereinafter referred to as "corporate plaintiffs") shall construct 1,750 units of varied housing on 390 acres substantially in accordance with the "Schedule of Proposed Development" annexed hereto as Exhibit "A". It is understood that regardless of the number of acres or the alignment thereof which may result from necessary administrative proceedings, corporate plaintiffs shall be entitled to a fixed total of 1,750 units, except that the number of dwelling units are to be proportionality reduced to the extent that the total tract is less than 390 acres. Land previously foreclosed by the Township shall be counted towards the 390 acres provided the Judgment of Foreclosure is vacated. If said Judgment is vacated, the taxes and interest may be paid as set forth below. The units will specifically include 350 designed for occupancy by low or moderate income persons, of which at least 175 units will be designed for occupancy by senior citizens.

2. No use variance shall be required in regard to the development of this project and no bulk variance shall be required unless corporate plaintiffs seek to vary from the type of development as shown on the accompanying sketches, annexed hereto as Exhibits "B" through "E". It is agreed that all performance bonds required shall be 120% surety bonds. It is hereby agreed that the property is environmentally suitable for this project

as to the number of units and mix of units as set forth in Exhibit A and no further proof in this regard shall be required.

3. The parties agree to promptly prosecute preliminary site plan and subdivision approval and mutually agree to cooperate and to use all due diligence and best efforts to achieve prompt approval of this project.

4. Defendant Township agrees to pass a resolution of need for moderate income housing in form required to obtain federal and state subsidies for such housing, provided the prior resolution of need duly adopted is not adequate.

5. Corporate plaintiffs will convey to the defendant Township land to be used for Green Acres and school purposes. Said Green Acres and school land to be as shown and more particularly described on schedule attached hereto. The land, unless conveyed and accepted voluntarily sooner, will be deeded to the Township upon the granting of final subdivision and site plan approval, which deed shall be subject to reasonable easements for roads, water lines, sewers and utilities, said easements to be placed so as not to interfere with the reasonable use and enjoyment of said property for Green Acres purposes. Said land conveyed shall not include drainage or retention basins nor improvements or structures except for said easements above. The Township shall not be responsible for maintaining any of said easements. All outstanding taxes on said Green Acres land is to be paid as set forth below. At the conveyance of said land, the parties shall execute and file appropriate Stipulations of Dismissal and Consent Orders to discharge the various Green Acres condemnation proceedings effecting

said tract brought by the Township and presently pending in the Superior Court of New Jersey and neither party shall be entitled to reimbursement of costs and expenses regarding said condemnation proceedings. The Corporate plaintiffs are to receive as compensation for said conveyed Green Acres land from Township Green Acres funds the amount of back taxes paid on said land since the execution of this agreement.

6. A school site, as noted above, of approximately 18 acres shall also be conveyed by said corporate plaintiff and payment for said site shall also be equal to the actual amount of taxes paid for said site after the execution of this agreement. Said conveyance, unless conveyed and accepted voluntarily sooner, will be deeded to the Township upon the granting of final subdivision and site plan approval. The Township shall not require back taxes to be paid on said parcel.

7. A suitable protective conservation easement along Deep Run and Black Brook shall be conveyed by the corporate plaintiff to the Township but the Township shall not maintain same.

8. All other outstanding plus current taxes on said tract are to be paid by the corporate plaintiff. However, the corporate plaintiff shall be given until the sooner of either May 23, 1979 or until funds are received by said plaintiff from first construction mortgage advances to pay said taxes, whichever occurs first. If said taxes are not paid as set forth above, the parties agree that the Township shall have the right to institute In Rem foreclosure proceedings, and the usual statutory procedure as to tax sales shall be followed except no In Rem suits to be instituted

\* Upon the execution of this Stipulation of Settlement, the parties shall execute and file appropriate Stipulation of Dismissal and Consent Orders to discharge -4- all other Green Acres condemnation proceedings effecting the property of the corporate plaintiffs

brought by the Township and presently pending in the Superior Court of New Jersey and neither party shall be entitled to reimbursement of costs and expenses regarding said condemnation proceedings.

unless payment in accordance with this agreement is not made. All statutory interest is to keep running on said taxes. Payment from funds drawn from said first construction mortgages are to be used and pay only those taxes from the tax block and lots covered by said mortgage.

The commercial shopping center of approximately 10-18.5 acres, as shown on the proposed site development in the area of Route 9 shall be relocated so as not to surround or encompass existing single family homes. Said relocation shall be subject to the reasonable approval of the Township Planner and Planning Board.

10. Nothing in this agreement shall be construed to in any way excuse the developer from obtaining full and complete site plan approval as though this action never existed except as to the number of units permitted and mix of units and payment of taxes.

11. Except for the land shown on the above noted schedule nothing in the Agreement is to be construed as acceptance by the Township of any additional Green Acres land and the Township reserves the right as to additional land to reject additional land offered and in which case no payment for lands so offered will be made and taxes shall continue to be due.

12. All approvals of the Township and other governmental bodies normally required of a major subdivision and site plan are required of this corporate plaintiff. In no way is this Agreement to be construed as an approval of the site plan shown on the plans or sketches submitted for this litigation or the drainage, roadway, recreation, open space, building locations or environmental factors considered, proposed and/or shown on said tract. Engineering data

is to be submitted by the corporate plaintiff reasonably satisfactory to the Township Engineer to show the total area, size and acreage of the tract.

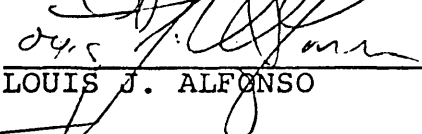
13. All land, except for real property taxes which are the responsibility of the corporate plaintiff and are treated above, and the above noted easements shall be conveyed free and clear of all liens and encumbrances and title shall be marketable.


14. The court shall retain jurisdiction as to site plan, sewer, water, subdivision and building code approval as set forth in the decision of the Supreme Court in this matter.

MEZEY & MEZEY

By

  
FREDERICK C. MEZEY

  
LOUIS J. ALFONSO

  
RICHARD F. PLECHNER

Dated: May 26 , 1977



SCHEDULE OF PROPOSED DEVELOPMENT

EXHIBIT "A"

Low-Moderate Income Units	350*
Apartments	200
Townhouses	200
Patio Houses	315
Cluster Houses	300
Single Family Lots 7,500 S.F.	295
Single Family Lots 12,000 S.F.	65
Single Family Lots 15,000 S.F.	25
	<u>1,750</u>

All of the above numbers except for the number of the units in the Low-Moderate income units, 15,000 sq. ft. and 7,500 sq. ft. single family units may be varied by  $\pm 10\%$ , the total number of units, however, shall not exceed 1,750.

(\* includes 175 senior citizens units)

A. The Senior Citizens units shall be designed in accordance with Section 20-4.42 of the Old Bridge Zoning Ordinance with the following exceptions:

20-4.422 Playgrounds and Pools:

Shall not apply.

20-4.424 Building Proximity:

Shall read thirty (30) feet instead of fifty (50) feet.

20-4.426 Density:

Shall read eighteen (18) units per acre instead of ten (10) units per acre.

20-4.427 Dwelling Units:

Shall not apply.

20-4.428 Entrances:

Shall not apply except that all entrances shall be designed in accordance with the Building Code Standards.

20-4.430 Senior Citizens:

Shall apply except that the last sentence shall read: "No walk, grade or ramp shall exceed 6% angle of inclination". The remainder of that sentence shall be deleted.

B. The Garden Apartments shall be designed in accordance with Section 20-4.42 of the Old Bridge Zoning Ordinance with the following exceptions:

20-4.424 Building Proximity:

Shall read thirty (30) feet instead of fifty (50) feet.

20-4.426 Density:

Shall read twelve (12) units per acre instead of ten (10) units per acre.

C. The Townhouses shall be designed in accordance with Section 20-4.43 of the Old Bridge Zoning Ordinance with the following exceptions:

20-4.431 Lot Size:

The lot size shall be one thousand four hundred (1,400) square feet (rather than two thousand (2,000) square feet) and the minimum lot width shall be eighteen (18) feet (rather than twenty (20) feet).

20-4.432 Density:

Shall read eight (8) units per acre instead of six (6) units per acre.

20-4.433 Height:

This Section shall read: "No units shall exceed two (2) stories in height".

20-4.434 Setbacks:

This Section shall read: "No townhouse dwelling structure and no common facilities shall be located within twenty (20) feet of the pavement or row of a street, whichever is greater, or within fifty (50) feet of existing property boundary lines; or within thirty (30) feet of another townhouse dwelling structure".

20-4.436 Design:

This Section shall read: "No townhouse dwelling structure shall have more than four (4) contiguous townhouse dwelling units located on the same setback line and no more than twelve (12) dwelling units (instead of six (6) dwelling units in a townhouse dwelling structure). The remainder of the Section shall apply.

D. The Patio Homes and Cluster Houses shall be designed in accordance with Section 20-4.44 of the Old Bridge Zoning Ordinance with the following exceptions:

20-4.441 Lot Size:

A Patio Home and Cluster House dwelling lot shall have a minimum total lot area of two thousand (2,000) square feet and a minimum lot width of thirty-two (32) feet lot width instead of forty (40) feet lot width; however, no more than eighty (80%) percent (instead of fifty (50%) percent) of the lots in a patio house complex shall be built upon at the minimum lot size.