

~~Princeton~~ Plainsboro

(1987)

Proposed covenant not to sue b/w

Princeton University + Plainsboro Twp

le pss

ML000308P

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September 14, 1987

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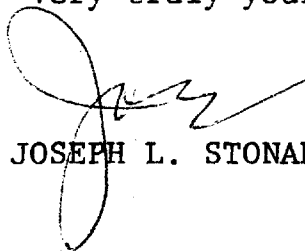
RE: Princeton University/Mt. Laurel
Impact Fee Agreement

Dear Ms. Stark:

Enclosed please find a copy of a proposed Covenant Not to Sue between Princeton University and Plainsboro Township concerning the payment of Mt. Laurel Impact Fees. Please review and forward any comments and suggestions you may have concerning same. I would also like you to have John Payne review the Covenant and offer his comments and suggestions.

Thank you.

Very truly yours,



JOSEPH L. STONAKER

JLS/vlk
Encl.

AGREEMENT

This Agreement made this day of ,
1987, by and between THE TRUSTEES OF PRINCETON UNIVERSITY, a
nonprofit corporation having an address at One Nassau Hall,
Princeton, New Jersey 08540 (hereinafter referred to as
"Princeton"); and THE TOWNSHIP OF PLAINSBORO, a municipal
corporation of the State of New Jersey having and address at
Municipal Center, P.O. Box 278, 641 Plainsboro Road, Plainsboro,
New Jersey 08536 (hereinafter referred to as "Township").

WHEREAS, on December 30, 1985, the Township adopted
Ordinance No. 0-85-27 (herein referred to as "Mt. Laurel
Ordinance") requiring all applicants who obtain after the
effective date of the aforementioned ordinance, preliminary or
final subdivision or site plan approval, or a building permit, for
development in all zones for "general, corporate, administrative
and professional office, retail, commercial, personal service
computer centers, publishing houses and commercial printing
plants, product development laboratories, research laboratories,
limited manufacturing and industrial uses" to pay a development
fee (herein referred to as "Mt. Laurel Fee") to the Township of
fifty cents (\$0.50) for each square foot of gross floor area as
defined in Section 101-1 of the Plainsboro Township Zoning
Ordinance devoted to such uses, such development fee to be placed
by the Township in a trust fund for use in implementing the
Township's Mt. Laurel Compliance Program (hereinafter referred to
as "Mt. Laurel Housing Trust Fund"); and

WHEREAS, Princeton has made payments to the Mt. Laurel Housing Trust Fund pursuant to the Mt. Laurel Ordinance and has agreed to make future payments to such fund in accordance with the terms and conditions of this Agreement; and

WHEREAS, municipal ordinances substantially the same as the Mt. Laurel Ordinance have been challenged in the courts of the State of New Jersey on the grounds that they are unconstitutional and unlawful; and

WHEREAS, the constitutionality and legality of such ordinances have not been finally resolved by the courts of the State of New Jersey as of the date of this Agreement; and

WHEREAS, the Township is relying upon the Mt. Laurel Ordinance to implement the Township's Mt. Laurel Compliance Program through January 1, 1993; and

WHEREAS, Princeton, understanding the Township's reliance upon the Mt. Laurel Ordinance, is willing to agree not to seek repayment of any Mt. Laurel Fee heretofore paid by it or hereafter paid by it through a period ending on January 1, 1993, regardless of the outcome of any present or future litigation challenging the Mt. Laurel Ordinance or any legislation adopted by the State of New Jersey affecting the Mt. Laurel Ordinance.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. Princeton agrees that during the term of this Agreement it will not institute any action or suit at law or in equity against the Township to set aside or stay the effect of the Mt. Laurel Ordinance, nor institute, prosecute or in any way aid

Handwritten:
1/1/93

in the institution or prosecution of any claim, demand, action or cause of action seeking the recovery of any Mt. Laurel Fee paid by it pursuant to the Mt. Laurel Ordinance or any payments hereafter to be made by it for a period ending on January 1, 1993.

2. Princeton agrees that should the Mt. Laurel Ordinance be invalidated or its effect stayed by any judicial decree or legislation, Princeton shall nevertheless continue to pay Mt. Laurel Fees until January 1, 1993 in accordance with the present Mt. Laurel Ordinance notwithstanding such judicial decree or legislation.

3. The Township agrees that no amendment to the Mt. Laurel Ordinance shall be effective against Princeton or any developer of any lands presently or hereafter owned by Princeton, or any of their respective successors and assigns, that (a) increases the amount of the Mt. Laurel Fee set forth in Section 1 of the Mt. Laurel Ordinance, (b) broadens the scope or applicability of the Mt. Laurel Ordinance, (c) narrows the exemptions set forth in Section 2 of the Mt. Laurel Ordinance, (d) accelerates the payment schedule set forth in Section 3 of the Mt. Laurel Ordinance, (e) provides lesser credits than set forth in Section 6 of the Mt. Laurel Ordinance, or (f) in any way imposes a greater obligation on Princeton, such developers, or their respective successors and assigns than presently exists under the Mt. Laurel Ordinance.

4. The Township agrees that Princeton or any developer of lands presently or hereafter owned by Princeton, or any of their respective successors and assigns, shall have the benefit of

any amendment to the Mt. Laurel Ordinance that (a) decreases the amount of the Mt. Laurel Fee set forth in Section 1 of the Mt. Laurel Ordinance, (b) narrows the scope or applicability of the Mt. Laurel Ordinance, (c) broadens the exemptions set forth in Section 2 of the Mt. Laurel Ordinance, (d) decelerates the payment schedule set forth in Section 3 of the Mt. Laurel Ordinance, (e) provides greater credits than those set forth in Section 6 of the Mt. Laurel Ordinance, or (f) in any way imposes a lesser obligation on Princeton, such developers, or their respective successors and assigns than presently exists under the Mt. Laurel Ordinance.

5. Princeton expressly acknowledges that it is aware that the Township intends to take actions in reliance upon this Agreement to implement the Township's Mt. Laurel Compliance Program and that the Township would be prejudiced by any failure on the part of Princeton to abide by the terms and conditions of this Agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Princeton and the Township agree that the terms, conditions and provisions of this Agreement are not severable. Should any term, condition or provision of this Agreement be declared invalid, then the entire Agreement shall be null and void.

IN WITNESS WHEREOF, the parties have herewith set their hands and seal on the day and date first written above.

ATTEST:

THE TRUSTEES OF PRINCETON UNIVERSITY

By: _____

TOWNSHIP OF PLAINSBORO

Patricia F. Hullfish
Clerk

By: _____
Peter Cantu
Mayor