

Final Judgment of Compliance as to Mendham Township

Pgs. 20

Notes: double-sided pages

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Attorney for Defendants Wright,
Brunet, Roth, Taboda, Thomas and
Fleury

STEPHEN SKILLMAN, J.S.C.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MORRIS COUNTY
COCKET NO. L-043779-83 P.W.

TATIANA NAGRO, et al,

:

Plaintiffs,

:

Civil Action

v.

:

FINAL JUDGMENT OF COMPLIANCE
AS TO MENDHAM TOWNSHIP

MENDHAM TOWNSHIP, et al,

:

Defendants.

:

This matter having come before the Court on the joint application of Plaintiffs and Defendants for the entry of a Final Judgment of Compliance as to Mendham Township based upon an executed settlement agreement amongst these parties; and

The Court having considered the evidence presented by the parties and the arguments of counsel; and

The parties having entered a settlement agreement dated January 25, 1985, entitled "Mt. Laurel II Compliance Agreement", (which agreement is annexed as Attachment A and incorporated herein by reference);

and

The parties having further entered into an agreement dated May 16, 1985, entitled "Amendment to Mount Laurel II Compliance Agreement dated January 25, 1985, by and between the Township of Mendham, a Municipal Corporation of the State of New Jersey and the Planning Board of the Township of Mendham, and Timber Properties, Inc., a New Jersey Corporation and Tatiana Nagro and Clarence Nagro" (which agreement is annexed as Attachment B and incorporated herein by reference); and

The Court having conducted a hearing on February 25, 1985, pursuant to notice given to all parties in interest, private and public, ~~and~~ *(by order dated March 5, 1985 having)* the Court directed that certain amendments be made to the Mt. Laurel II Compliance Agreement dated January 25, 1985, (Attachment A *and Ordinance 7-85* hereto), ~~said~~ *said* amendments having been made by the Amendment to Mount Laurel II Compliance Agreement dated May 16, 1985 (Attachment B hereto) *(and by Ordinance 8-85, adopted March 25, 1985, and Ordinance 16-85, adopted July 8, 1985)* and *July 8, 1985*

The Court having determined that the entry of a Final Judgment of Compliance is justified and within the powers of this Court;

IT IS on this *15th* day of *July*, 1985,

ORDERED and ADJUDGED as follows:

1. The Settlement Agreement annexed as Attachment A as amended and supplemented by the Amendment annexed as Attachment B, both of which are incorporated herein by reference, is fair, adequate and reasonable.
2. Defendant Mendham Township, by implementing the Settlement Agreement as set forth in Attachment A as amended and supplemented by the Amendment as set forth in Attachment B, is complying with its constitutional obligation to provide realistic opportunities for creation of sufficient,

safe, decent housing affordable to low and moderate income households to meet its indigenous need, said Township being free of any obligation to provide for any share of the present and prospective regional need.

3. Final Judgment is hereby entered in favor of the Defendants as to all claims made by Plaintiffs and all Counterclaims made by the Defendants are dismissed with prejudice, subject to all claims being reinstated as set forth in Attachments A and B hereto.

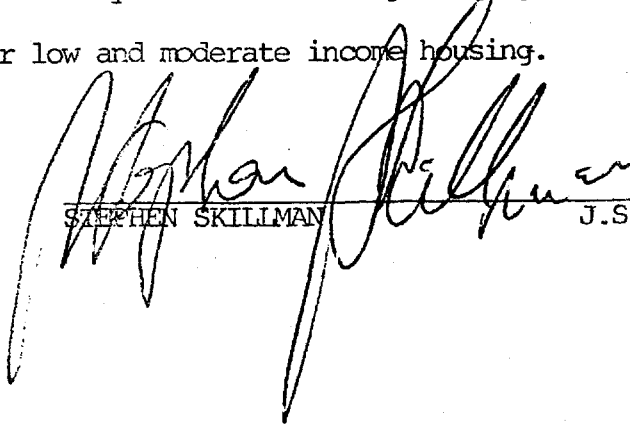
4. This Final Judgment is subject to the rights of the parties hereto as set forth in Attachments A and B, provided, however, that if the Judgment is vacated as a result of the failure of the plaintiffs or their successors to obtain approval for the number of units specified in paragraph 7a of attachment A, as modified by paragraphs 2 and 3 of attachment B, ordinances 6-84 and 2-85 shall remain in full force and effect.

5. The Agreement annexed as Attachments A and B shall, in accordance with their terms and provisions, be effective immediately upon entry of this Final Judgment and shall be implemented by the parties.


6. Costs shall not be taxed against any party.

7. In all future judicial, quasi-judicial and administrative proceedings, the Limited Income Housing Units which are created under Mendham Township Ordinance 6-84, and any amendment or supplement thereto, regardless of whether such units are rented or sold, shall be considered as satisfying the respective low and moderate income housing category under which they were rented or sold originally irrespective of the income level of the occupants of said units at the time of such future proceedings.

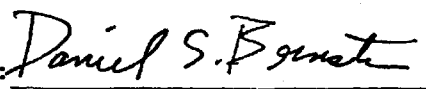
§. This Judgment of Compliance grants a six year repose from ~~in accordance with that part of the Mount Laurel II opinion found at 90 N.J. 274~~ the date of this judgment during which time no litigation may be brought against the Township of Mendham, or any of its employees, officials, officers, boards, board members, elected and appointed, alleging non-compliance with Mt. Laurel I and/or Mount Laurel II, alleging exclusionary zoning and planning with respect to residential zoning, alleging that Mendham Township does not provide adequate and sufficient low and moderate income housing to meet its indigenous housing needs and/or alleging inadequate housing to satisfy its fair share obligation, alleging that the Mendham Township Zoning Ordinance and/or other Land Use Ordinances and regulations do not allow sufficient housing to satisfy Mendham Township's indigenous need and/or regional obligation for low and moderate income housing.



STEPHEN SKILLMAN J.S.C.

We hereby consent to the form and entry of this Final Judgment.


Albert B. Jeffers,
Attorney for Plaintiffs

BERNSTEIN, HOFFMAN & CLARK
Attorneys for Defendants, Mendham Township,
and individual defendants Rentsch, Tufts,
Angell, Wysong and Tolley

by: 
Daniel S. Bernstein


Warren E. Dunn,
Attorney for individual defendants Wright,
Brunet, Roth, Taboda, Thomas and Fleury

ATTACHMENT A

MT. LAUREL II COMPLIANCE AGREEMENT

AGREEMENT, made this 25th day of January, 1985, by
and between:

THE TOWNSHIP OF MENDHAM, a Municipal Corporation of
the State of New Jersey; and THE PLANNING BOARD OF THE TOWNSHIP
OF MENDHAM,

AND

TIMBER PROPERTIES, INC., a New Jersey Corporation; and
TATIANA NAGRO and CLARENCE NAGRO, collectively known as
"Plaintiffs."

WHEREAS, on or about July 14, 1983, Plaintiffs instituted
this litigation by filing a Complaint in Lieu of Prerogative Writs
in the Superior Court of New Jersey, Law Division, Morris County,
Docket No. L-043799-83 P.W., alleging, inter alia, that Mendham
Township had failed to comply with the requirements and mandates of
the New Jersey Supreme Court as enunciated in Southern Burlington
County, N.A.A.C.P., et al v. Township of Mt. Laurel, 92 N.J. 158
(1983) (hereinafter "Mt. Laurel II"); and

WHEREAS, on March 26, 1984, the Mendham Township Committee
introduced on first reading and on April 9, 1984, finally adopted
an Ordinance to Amend Chapter XII, Zoning of the Ordinances of the
Township of Mendham, designated as Ordinance 6-84; and

Prepared by:

WHEREAS, Ordinance 6-84 provides for zones within which low and moderate cost housing could be built in accordance with Mt. Laurel II; and

WHEREAS, one of the zones so designated includes, in part, a portion of Plaintiffs' property (designated on the Mendham Township Tax Map as Block 31, Lot 1) which is the subject of the aforementioned litigation, said zone being designated in Ordinance 6-84 as the CR-2 Zone; and

WHEREAS, the parties stipulate that the provisions of Ordinance 6-84 create a realistic opportunity for the construction of 36 low and moderate income housing units, such number of said units being in excess of the number needed to satisfy Mendham Township's present indigenous low and moderate income housing need; and

WHEREAS, the parties have met through their attorneys and a principal in Timber Properties, Inc. in order to resolve amicably certain differences between them with regard to Ordinance 6-84, and to refine or revise the applicable Township zoning and land use procedures in an attempt to settle the pending litigation; and

WHEREAS, as a result of such meetings and discussions, the parties have agreed to certain modifications, refinements or clarifications in Mendham Township's zoning and land use regulations and have thereby agreed to settle amicably the pending litigation between them in accordance with and subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions hereinafter provided, it is agreed by and between the parties as follows:

1. This agreement is reached after due deliberation by all parties and upon the considered judgment of all parties, supported by the advice of counsel and their consultants, that the settlement of the pending litigation upon the terms and conditions contained herein will be for the public good and will promote the public health, safety, morals and general welfare, and specifically such settlement will meet fully the obligation of Mendham Township to provide a realistic opportunity for the construction of low and moderate income housing for Mendham Township in compliance with the mandates of Mt. Laurel II.

2. The Township of Mendham agrees to enact into law, in an expeditious manner not later than March 1, 1985, in accordance with the Municipal Land Use Law and Municipal Government Laws of the State of New Jersey, the following amendments to its General Ordinances and regulations and procedures incidental thereto. In the event that the municipality does not comply with this provision and enacts an Ordinance by March 1, 1985, the Plaintiffs shall have the right to bring a Motion or Show Cause Order in the Superior Court of New Jersey for the enforcement of this provision.

(a) The applicable Mendham Township Ordinances shall be amended, if necessary, to permit the filing of applications with the Board of Health and with the New Jersey Department of Environmental

Protection for approvals with respect to potable water supply and sewerage disposal systems simultaneously with the filing of an application to the Planning Board for preliminary subdivision and/or preliminary site plan approval in the CR-1 and CR-2 Zones.

(b) Ordinance 6-84 shall be amended to permit the sale as well as the rental of LIH units. Provisions establishing the standards of affordability for such sales and rentals shall be as set forth in Exhibit "A" and shall be added to Ordinance 6-84. In order to ensure that LIH units shall remain affordable for at least 30 years, the standards governing resale and rerelease of LIH units set forth in Exhibit "B" shall be added to Ordinance 6-84. The municipality shall have the option to purchase the LIH units thirty (30) days after the issuance of a building permit. The purchase price shall be the estimated price at which the units would be sold to qualified low or moderate income purchasers, as the case may be. The municipality shall be required to close title within thirty (30) days after a Certificate of Occupancy is issued for the units. The Judgment of Compliance to be entered in the pending litigation shall provide that in all future judicial, quasi-judicial and administrative proceedings the LIH units which are created under Ordinance 6-84 and any amendments or supplements thereto, regardless of whether such units are rented or sold, shall be considered as satisfying the respective low and moderate income housing category under which they were rented or sold originally

irrespective of the income level of the occupants of said units at the time of such future proceedings.

(c) Ordinance 6-84, Section 9(2), shall be amended in the second line thereof by the deletion of the words "twenty-five (25%) percent" and by substituting the words "thirty (30%) percent". In the event that any utility charges are paid directly by the tenant, the thirty (30%) percent maximum shall represent the sum of the contract rent and all such utility charges.

(d) Ordinance 6-84, Section 6(d)(5), The Minimum Floor area for LIH dwelling units, shall be as follows: 1-bedroom units: 540 square feet; 2-bedroom units: 750 square feet; 3-bedroom units: 900 square feet.

(e) Ordinance 6-84, Section 6(d)(13), shall be amended to read as follows:

"(13) Required LIH shall be constructed concurrently and in proportion with the conventional units built. To assure compliance with this requirement, after the issuance of twenty-five percent of the conventional housing units' certificates of occupancy, the following schedule shall be complied with:

1. The applicant may obtain building permits for up to 37.5 percent of the total conventional units, provided however, no certificates of occupancy above the initial twenty-five (25%) percent shall be issued for any additional units until certificates of occupancy are issued for fifty (50%) percent of the LIH units.

2. The applicant shall be entitled to obtain building permits for fifty (50%) percent of the total conventional dwelling units and may obtain certificates of occupancy for same without constructing additional LIH units above the fifty (50%) percent referred to in paragraph 1.

3. The applicant may obtain building permits for 62.5 percent of the total conventional dwelling units, provided however, no additional certificates of occupancy shall be issued above the fifty (50%) percent of the conventional units referred to in paragraph 2, until certificates of occupancy are issued for all of the LIH units.

Nothing contained herein shall preclude the applicant from constructing LIH units prior to the construction of conventional housing units as provided in the schedule herein.

(f) Ordinance 6-84, Paragraph 12-6.1B (e) (1), shall be amended by changing the thirty-five (35%) percent open space requirement to thirty-two (32%) percent. Said section shall be further amended to provide that, consistent with good planning practices and where the applicant would suffer practical difficulty and hardship, the Planning Board may permit a reduction in the open space requirement to twenty-five (25%) percent. The intent of this provision is not to change density.

Paragraph 12-6.1B (e) (1) (aa), shall be amended by the substitution of ten (10) for twenty (20). Open space may be utilized for subsurface utilities, including, but not limited to, a sewerage disposal system, provided that the installation of such subsurface utilities shall not unreasonably interfere with the utilization of such open space.

(g) The provision for secondary housing shall be deleted from the Ordinance.

(h) Ordinance 6-84, Subsection 12-6.1B (8) (cc), shall be deleted.

3. The Plaintiffs may apply forthwith for preliminary subdivision and preliminary site plan approval under the terms of the CR-2 Zone and the amendments and supplements to Ordinance 6-84 required by the Agreement. The Planning Board shall make its preliminary determination within the statutory period of ninety-five (95) days, unless an extension of time is granted, in which case such determination shall be made within the period as extended. Notwithstanding the foregoing, any Planning Board approval which may be granted to Plaintiffs shall be expressly conditioned and contingent upon the final adoption by the Township of Mendham of the amendments and supplements to Ordinance 6-84 required by this agreement and further expressly conditioned and contingent upon the entry of a Judgment of Compliance as provided for in this agreement. If such conditions and contingencies are not met by March 1, 1985, any such Planning Board approval shall be null and void.

4. The Plaintiff's application shall be deemed complete when complete subdivision and site plan applications are filed with the Mendham Township Planning Board and shall not be deemed incomplete due to lack of approval from either the Mendham Township Board of Health and/or the New Jersey Department of Environmental Protection. The Plaintiff shall concurrently file applications with the Mendham Township Board of Health and/or the New Jersey Department of Environmental Protection, depending upon the jurisdictional requirements of the application. If all other matters

are resolved except for those which are governed by the New Jersey Department of Environmental Protection and/or the Mendham Township Board of Health, any Planning Board approval of preliminary site plan and/or subdivision approval for the applicant shall be made subject to any changes which are required by the New Jersey Department of Environmental Protection and/or the Mendham Township Board of Health. If, at the time of Planning Board approval the New Jersey Department of Environmental Protection and/or the Mendham Township Board of Health have not granted approval to Plaintiffs' application, the Planning Board approval shall be conditioned and contingent upon Plaintiffs' receipt of approval from such other agencies. Any approvals of Plaintiffs' application obtained from either the New Jersey Department of Environmental Protection or the Mendham Township Board of Health which change the Planning Board's conditional preliminary approval shall be subject to the further approval of the Mendham Township Planning Board. Final subdivision and final site plan approval shall not be granted until the applicant has obtained the necessary approvals from the New Jersey Department of Environmental Protection and the Mendham Township Board of Health to proceed with the development.

5. For the purpose of expediting Plaintiffs' application for preliminary subdivision and preliminary site plan approval, in addition to considering the same at its regularly scheduled meetings, the Mendham Township Planning Board shall hold one special meeting per month, if so requested by Plaintiffs.

6. The Plaintiffs in the present matter may submit immediately the drawings which are called for in Ordinance 6-84, Section 6(d) in order to receive approval with respect to the architecture and aesthetic requirements of the Ordinance. The Planning Board shall schedule a public hearing with notice in compliance with the Municipal Land Use Law within twenty-one (21) days of the submission, and a determination shall be made within sixty (60) days of the date of submission.

7a. Based upon the available information regarding the number of acres in Plaintiffs' tract and the environmental constraints affecting said tract, in the CR-2 Zone, the parties estimate that the tract will yield eighty (80) market units and fourteen (14) LIH units. The actual number of such market units and LIH units which the Planning Board may ultimately approve may vary according to the actual size of Plaintiffs' tract and other factors which will be ascertained upon Plaintiffs' obtaining an accurate survey of said tract which shall be produced by Plaintiffs and provided to the Defendants prior to the Compliance Hearing. In the event that an accurate survey of Plaintiffs' tract discloses that fewer than eighty (80) market units are permitted under the maximum gross density formula established for the CR-2 Zone, or should the Planning Board approve fewer than eighty (80) market units for any other reason, Plaintiffs shall have the right to cancel this agreement by giving ten (10) days written notice to the Township of Mendham. If the Plaintiffs cancel this agreement

based upon an assertion that the tract contains insufficient acreage to produce eighty (80) market units under the maximum gross density formula for the CR-2 Zone, such notice shall be accompanied by a copy of an accurate survey of the tract, certified by a land surveyor licensed to practice in the State of New Jersey. In the event that this Agreement is cancelled pursuant to the rights given to Plaintiffs herein, the pending lawsuit shall be reactivated and shall proceed to trial on all issues.

7b. Timber Properties, Inc. or its successor in interest to the Nagro property shall be required to submit a completed application for the development of the plaintiffs' tract in the CR-2 Zone, including the necessary maps and surveys, within ninety (90) days after the adoption of the Ordinance referred to in paragraph two of this Agreement. In the event that said application is not filed, then the municipality shall have the right to bring a Motion or Show Cause Order for the enforcement of this provision of the Agreement.

8. Consistent with case law, statutory law, and Mt. Laurel II, the Planning Board shall not impose any arbitrary, capricious, or unreasonable requirements or extraordinary expenses on the Plaintiffs with respect to the subdivision and site plan development of the Plaintiffs' property in the CR-2 Zone.

9. Mendham Township shall not make any substantial changes to the requirements of the CR-2 Zone (number of units of conventional housing, number of units of LIH, and bulk requirements) during the

six year repose, unless there is either assent from the affected property owner and/or developer, or if that is not obtained, then unless approved by the Court.

10. If the Planning Board notifies Plaintiffs that fewer than eighty (80) market units will be permitted on the tract, Plaintiffs shall have 46 days to notify the Township of Mendham that they elect to cancel this Agreement. Failure to so notify within said 46 day period shall constitute a waiver of Plaintiffs' right of cancellation.

11. The Court shall retain jurisdiction for the period of 46 days following the Planning Board's action upon Plaintiffs' preliminary subdivision and preliminary site plan approval. Problems subsequent to the Planning Board's action shall be heard by the Court on motion. When the Planning Board acts upon Plaintiff's preliminary subdivision and preliminary site plan application, and all motions, if any, relating thereto are decided, all damage claims contained in the complaint and counterclaim shall be dismissed.

12. This Agreement is subject to approval by the Superior Court of New Jersey (Honorable Stephen Skillman) and the entry of a Judgment of Compliance. If that is not granted, this Agreement shall become null and void.

13. The signators to this Agreement will act with good faith and dispatch to effectuate all applications, hearings, and approvals for development on the Plaintiffs' property.

14. Any party to this Agreement shall have the right to file this Agreement with the Morris County Clerk.

15. The benefits and obligations of this Agreement shall inure to and be binding upon any successors or assigns of the property in the CR-2 Zone which is owned by Tatiana Nagro and under contract of sale to Timber Properties, Inc.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be executed by their duly authorized officers, the day and year first above written.

ATTEST:

Bruce H. [Signature]
Hss & Secy

TIMBER PROPERTIES, INC.

by:

[Signature]
PRES.

WITNESSETH:

[Signature]

Tatiana M. Nagro
TATIANA NAGRO

[Signature]

Clarence Nagro
CLARENCE NAGRO

ATTEST:

THE TOWNSHIP OF MENDHAM

Ann B. Mills
Ann Mills, Township Clerk

by:

Marion L. Wysong
Marion Wysong, Mayor

ATTEST:

Jean Dauernheim
Jean Dauernheim
Planning Board Secretary

THE PLANNING BOARD OF THE TOWNSHIP
OF MENDHAM

by: David B. Thomas
David B. Thomas, Chairman

WITNESSETH:

Ann B. Mills

W. Augustus Rentsch
W. Augustus Rentsch

Ann B. Mills

Samuel Tufts
Samuel Tufts

Ann B. Mills

I. Jackson Angel
I. Jackson Angel

Ann B. Mills

Marion Wyson
Marion Wyson

Ann B. Mills

Fraser Lyle
Fraser Lyle

Ann B. Mills

Neilbert E. Wright
Neilbert E. Wright

Ann B. Mills

Stuart Brunet
Stuart Brunet

Ann B. Mills

Michael Roth
Michael Roth

WITNESSETH:

<u>Ann B. Mills</u>	<u>Joseph Taboda</u> Joseph Taboda
<u>Ann B. Mills</u>	<u>David Thomas</u> David Thomas
<u>Ann B. Mills</u>	<u>Sanford C. Fleury</u> Sanford C. Fleury
<u>Ann B. Mills</u>	<u>Samuel Tolley</u> Samuel Tolley

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on FEB. 12, 1985,

personally came before me and this person acknowledged under oath, to my satisfaction, that: MITCHELL T. BERLANT

- (a) this person signed, sealed and delivered the attached document as PRESIDENT of Timber Properties, Inc., the corporation named in this document;
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Eileen Lissner
EILEEN LISSNER
 A Notary Public of New Jersey
 My Commission Expires Dec 11, 1988
 12/12/89

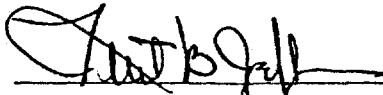
STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on February 16 1985,

TATIANA NAGRO and CLARENCE NAGRO

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.



ALBERT B. JEFFERS
Counsellor at Law
26 De Hart Street
P.O. Box 9010M
Morristown, N. J. 07960

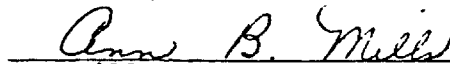
STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on January 28 1985,

MARION WYSONG, Mayor of Mendham Township,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as Mayor of The Township of Mendham, a Municipal Corporation of the State of New Jersey, the body politic named in this document;
- (b) the proper corporate seal was affixed;
- (c) this document was signed and made by the Municipal Corporation as its voluntary act and deed by virtue of authority from its governing body.



Ann Mills
Township Clerk

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on *February 4,* 1985,

DAVID B. THOMAS, Chairman, Mendham Township Planning Board,

personally came before me and this person acknowledged under oath,
to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as Chairman of the Planning Board of the Township of Mendham, the municipal corporation named in this document;
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Planning Board members.

Ann B. Mills
ANN B. MILLS

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985.

Jean Dauernheim
Jean Dauernheim
Planning Board Secretary

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on *January 25,* 1985,

W. AUGUSTUS RENTSCH

personally came before me and this person acknowledged under oath,
to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document;
and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on January 28, 1985,
SAMUEL TUFTS,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on January 28, 1985,
I. JACKSON ANGELL

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS)

I CERTIFY that on January 28, 1985,
MARION WYSONG,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on January 28, 1985,
FRASER LYLE

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on January 25, 1985, 1/25/85
NEIBERT E. WRIGHT

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on

February 4, 1985,

STUART BRUNET

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on

February 4, 1985,

MICHAEL ROTH

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on February 7, 1985,
JOSEPH TABODA

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on February 4, 1985,
DAVID THOMAS,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on February 1, 1985,
SANFORD C. FLEURY

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1986

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on January 28, 1985,
SAMUEL TOLLEY,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1986

EXHIBIT A: AFFORDABILITY STANDARDS FOR LIH UNITS

Occupancy of LIH units constructed under the provisions of this ordinance shall be limited to low and moderate income households, as defined herein, and shall be affordable to such households as follows:

(a) In establishing affordability of a unit of a given number of bedrooms, such units must be affordable to household sizes as set forth below:

1 bedroom unit	2 person household
2 bedroom unit	3 person household
3 bedroom unit	5 person household

(b) In the case of LIH units offered for sale, each unit shall be affordable to a household earning no more than 80 percent of the ceiling income for that household, by household size and income category, spending not more than 28 percent of its gross household income for the sum of the following: [1] principal and interest on a mortgage, based on a 10 percent down payment and realistically available mortgage interest rates; [2] property taxes as currently levied in Mendham Township; [3] insurance, and [4] homeowners' association fees, if any. The proposed prices of LIH units to be offered for sale, and the calculations by which those prices have been determined, shall be submitted for approval by the applicant as a part of the application for preliminary site plan approval.

(c) In the case of LIH units offered for rent, they shall be rented for no more than 30 percent of the gross household income of the low or moderate income household, said rental to be inclusive of all services, maintenance, and utilities. In the event that any utility or other charges are paid directly by the tenant, the maximum rental of 30 percent shall represent the sum of the contract rent and all such utility or other charges. Rents shall be set individually for each tenant, on the basis of individually verified household income.

EXHIBIT B: STANDARDS GOVERNING RESALE AND RERENTAL OF LIH UNITS

Any developer submitting an application under the provisions of this ordinance shall submit a plan for resale or rental controls to ensure that the units remain affordable to low and moderate income households for at least thirty years. Such plan shall contain all of those provisions set forth in this section, as well as conform to any regulations or guidelines adopted by the Township or any governmental agency or nonprofit entity delegated this authority by the Township of Mendham.

(a) Any plan for controlling the resale of LIH units shall permit the owner of such units, upon resale, to sell that unit for:

1. The original sales price plus the original sales price multiplied by 75 percent of the percentage increase in the Consumer Price Index between the date of initial purchase and the date of resale;
2. Reimbursement for documented monetary outlays made for reasonable property improvements; and
3. Reasonable costs incurred in selling the unit.

(b) Any such plan shall provide that the low income units upon resale may be sold only to low income households, and the moderate income units to either low or moderate income purchasers; provided, however, that the administering agency may establish reasonable provisions for waiver of this condition on a case by case basis in the event it finds that a particular unit may not feasibly be sold subject to this condition. In the event that the administering agency grants such a waiver, it may provide that the unit be sold at the formula price, and that the resale controls remain in effect for any subsequent sales of the unit.

(c) The Township may administer these controls directly, or may enter into an agreement with a non-profit corporation or other governmental entity, or may permit the developer to administer these controls, either directly or through a non-profit entity established by the developer, but in no event may the Township require the developer to administer these controls as a condition of approval, nor may the resale controls be administered merely by the existence of a deed restriction on the property.

(d) Resale controls shall be embodied in a deed restriction on the property that shall be submitted by the developer at the time of preliminary site plan approval, and shall be subject to approval by the Township Attorney and by the administering agency. All deed restrictions shall be consistent with all of the provisions of this section, and with any regulations or guidelines adopted by the administering agency.

(e) Any LIH unit offered as a rental unit shall continue to be offered as a rental unit for at least fifteen years. After fifteen years, they may be converted to condominium or cooperative occupancy, but must be sold at prices affordable to moderate income households, as defined herein, occupied by low or moderate income

households, and subject to such resale controls as may be necessary to ensure that the units will continue to be affordable to moderate income households for the remainder of the thirty year period commencing with the issuance of certificates of occupancy on the last LIH unit in that development.

(f) The administering agency, subject to review by the Township at the option of the governing body, shall adopt such regulations and guidelines as may be necessary to carry out the provisions of this section.

ATTACHMENT B

AMENDMENT TO MOUNT LAUREL II COMPLIANCE
AGREEMENT DATED JANUARY 25, 1985 BY AND
BETWEEN THE TOWNSHIP OF MENDHAM, A MUNICIPAL
CORPORATION OF THE STATE OF NEW JERSEY AND
THE PLANNING BOARD OF THE TOWNSHIP OF MENDHAM,
AND TIMBER PROPERTIES, INC., a NEW JERSEY
CORPORATION AND TATIANA NAGRO AND CLARENCE
NAGRO

WHEREAS, the undersigned parties have heretofore on January 25, 1985, entered into a certain written agreement entitled "Mt. Laurel II Compliance Agreement" which contained the terms and conditions of the amicable settlement of a Civil Action in Lieu of Prerogative Writs pending in the Superior Court of New Jersey, Law Division, Morris County, Docket No. L-043799-83 P.W.; and

WHEREAS, pursuant to an Order of the Superior Court of New Jersey entered in said action a hearing was held before said Court on February 25, 1985, pursuant to notice duly given to all parties in interest, private and public, as directed by the Court; and

WHEREAS, at said hearing the Court reviewed the said Mt. Laurel II Compliance Agreement and directed that certain amendments be made thereto as a condition of entering a Judgment of Compliance in said Civil Action; and

WHEREAS, the undersigned parties are desirous of satisfying the directive of the Court and are in agreement therewith; and

Prepared by:



Warren E. Dunn, Esquire



WHEREAS, on February 25, 1985, the Plaintiffs in the above-entitled action delivered to the Defendants therein a survey map of Tax Block 31, Lot 1 which discloses that the acreage contained in Plaintiff's property is insufficient to allow a subdivision for 80 market unit lots and, accordingly, the undersigned parties are desirous of modifying the terms and conditions of Paragraph 7a of the Mt. Laurel Compliance Agreement based upon the quantity of land disclosed by the said survey map produced by Plaintiffs; and

WHEREAS, the undersigned parties are also desirous of reaching an agreement regarding the subdivision of that portion of Plaintiff's property described in the Complaint as Block 34, Lot 12, which lies within the R-5 Zone District within the Township of Mendham, consisting of approximately 52.5 acres of land; and

WHEREAS, the undersigned parties are in agreement that the Mendham Township Zoning Ordinance should be amended to provide for common driveway access from Tempe Wick Road or Cold Hill Road to LIH units in the CR-2 Zone and that all streets in the CR-2 Zone District shall be dedicated to the Township and shall be installed to meet the requirements for public streets in the Township of Mendham.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth in the said agreement dated January 25, 1985 and those hereinafter provided, it is agreed by and between the parties as follows:

1. The Township of Mendham agrees to enact into law, in an expeditious manner, in accordance with the Municipal Land Use Law and Municipal Government Law of the State of New Jersey, the following amendments to its General Ordinances:

(a) Paragraph 12-6.1A(b) of Chapter XII, Zoning, of the Revised General Ordinance of the Township of Mendham, 1970, as amended and supplemented (hereinafter referred to as Chapter XII, Zoning) is hereby amended to read in its entirety as follows:

(b) Intensity of Development. The maximum gross density of any tract inclusive of conventional and LIH shall not exceed 0.16 dwelling units per acre, provided, however, that any development in the CR-1 Zone shall provide for LIH at the rate of 0.024 dwelling units per acre, and further provided, however, not less than eighty percent (80%) of the permitted conventional housing units shall be realized from reconstruction, remodeling, alteration or repair of structures in existence on April 1, 1984.

(b) Paragraph 12-6.1B(b) of Chapter XII, Zoning, is hereby amended to read in its entirety as follows:

(b) Intensity of Development. The maximum gross density of any tract inclusive of conventional housing and LIH shall not exceed 1.30 dwelling units per acre, provided, however, that any development in the CR-2 Zone shall provide for LIH at the rate of 0.20 dwelling units per acre.

(c) Paragraph 12-6.5(a)(6) of Chapter XII, Zoning, is hereby amended to read in its entirety as follows:

(6) All tenants of rented LIH units shall be required to give proof of continued income qualification on the first and each subsequent anniversary date of taking occupancy. A household that ceases to meet the qualifications as a low income household but does meet the qualifications of a moderate income household may continue to occupy the unit, and the next moderate income unit to become available which is owned by the same owner as the unit changing from low to moderate income occupancy shall be rented to a low income household. Any tenant household having an income which on the first or any subsequent anniversary date of taking occupancy exceeds one hundred twenty-five percent (125%) of the current maximum income limitation for a moderate income household shall be required to vacate the rented unit upon nine (9) months written notice. Upon the issuance of the written notice to vacate, the limitation of rental charges as set forth in this chapter shall cease to apply and until the subject unit is vacated the owner shall be entitled to an increase in rent, provided that the increase does not exceed thirty percent (30%) of the amount by which the tenant's income exceeds the current maximum income limitation for a moderate income household. In the implementation of this paragraph (6), income limitations shall be as adjusted for household size.

(d) Paragraph 12-6.1B(d) (10) of Chapter XII, Zoning, shall be amended to read as follows:

(10) Access: No access to any residential structure shall be permitted directly from State Highway Route 24, Tempe Wick Road or Cold Hill Road, provided, however, that a common driveway for access to LIH units shall be permitted from Tempe Wick Road or Cold Hill Road. All streets shall be constructed to meet the requirements of Chapter X of the Revised General Ordinances of the Township of Mendham, 1970, as amended and supplemented, and upon compliance with the provisions of Chapter X, Paragraph 10-2.2, shall be accepted by the Township. All driveways and streets shall be installed in accordance with the requirements of site plan approval.

(e) Section 12-3, Definitions, of Chapter XII, Zoning, shall be amended and supplemented by inserting therein in alphabetical order the following definition:

IMPERVIOUS SURFACE. Any man-made or natural material placed at or above the level of the ground which impedes or prevents the absorption of storm water and which renders the ground surface less permeable than the natural soil.

(f) Paragraph 12-6.1A(c), of Chapter XII, Zoning, shall be amended to read as follows:

"Conventional detached single dwelling unit residential development shall meet the bulk requirements applicable in the R-1 Zone, provided, however, that the aggregate area of all impervious surfaces shall not exceed 15% of the lot area."

(g) Paragraph 12-6.1B(c) of Chapter XII, Zoning, shall be amended to read as follows:

"Conventional detached single dwelling unit residential development shall meet the bulk requirements applicable in the R Zone, provided, however, that the aggregate area of all impervious surfaces on any lot shall not exceed 30% of the lot area."

(h) New Paragraph 12-6.1A(f)(1)(dd) shall be added to Chapter XII, Zoning, to read as follows:

"(dd) In calculating the required area for open space, areas adjacent to LIH structures shall be included as open space, provided, however, that the actual building sites, together with all walkways, sidewalks, driveways and parking areas serving the LIH shall not qualify as required open space."

(i) New Paragraph 12-6.1B(e)(1)(dd) shall be added to Chapter XII, Zoning, to read as follows:

"(dd) In calculating the required area for open space, areas adjacent to LIH structures shall be included as open space, provided, however, that the actual building sites, together with all walkways, sidewalks, driveways and parking areas serving the LIH shall not qualify as required open space."

2. Paragraph 7a of the Mt. Laurel II Compliance

Agreement dated January 25, 1985 shall be amended to read as follows:

"7a. The Plaintiffs, their successors and assigns (hereinafter throughout "Plaintiffs"), have secured and presented to the Defendants a metes and bounds survey map of the Plaintiff's property (designated on the Mendham Township Tax Map as Block 31, Lot 1). The survey map is dated February 23, 1985 and was prepared by Recon, Inc., Land Surveyors-Planners, Whippany, N. J. and signed by Keith W. Condit, L.S. No. 12808. Said survey map discloses that Plaintiff's property contains 73.526 acres of land. The acreage calculation includes the lands which lie to the center line of the public roads abutting the Plaintiff's property, i.e., State Highway No. 24, Cold Hill Road and Temple Wick Road, as well as the area of land lying beneath an existing pond within Plaintiff's property. For the purpose of settling the pending lawsuit, the parties hereto stipulate and agree that Plaintiff's property contains sufficient area to yield 78 market units. This shall be accomplished by a subdivision of Plaintiff's property into 78 lots conforming to the minimum lot size of the CR-2 Zone in addition to the area for common open space which is required by the Mendham Township Zoning Ordinance. The area of required common open space shall be established by excluding from the acreage calculation those parts of the tract which lie between the center lines of all public roads abutting the tract and the side lines thereof. The Plaintiffs agree that they shall provide 14 LIH units notwithstanding that the density standards of the CR-2 Zone require that the Plaintiffs provide fewer than 14 LIH units. If for any reason Plaintiffs shall receive and accept approval for a subdivision which contains fewer than 78 market unit lots, Plaintiff's obligation to provide 14 LIH units shall remain in full force and effect.

The parties recognize that the Mendham Township Planning Board may disapprove a 78 lot subdivision for reasons other than insufficient acreage for the entire parcel. In that event, namely the failure of the Mendham Township Planning Board to approve a 78 lot subdivision, the Plaintiffs shall have the right to cancel this agreement by giving written notice to the Township of Mendham. If Plaintiffs cancel this agreement due to the Planning Board's

failure to approve a 78 lot subdivision, the pending lawsuit shall be reactivated and shall proceed to trial on all issues, provided, however, that Plaintiffs shall not have the right to cancel this agreement if they fail to submit a subdivision and site plan which meets the minimum requirements of the CR-2 Zone.

If the Planning Board imposes conditions of approval upon Plaintiffs' subdivision or site plan which the Plaintiffs refuse to accept, then Plaintiffs may cancel this agreement and reactivate the pending lawsuit, provided, however, that the Planning Board shall have the right to apply to the Court for a judicial determination that the conditions of approval so imposed are not unreasonable, and if the Court finds that such conditions are not unreasonable, Plaintiffs shall be required to comply with said conditions and shall not have the right to reactivate the pending lawsuit."

3. Paragraph 10 of the Mt. Laurel II Compliance, Agreement dated January 25, 1985, shall be amended to read as follows:

"10. If the Planning Board notifies Plaintiffs that fewer than 78 market units will be permitted upon the tract, or if the Planning Board grants conditional approval for the subdivision and site plan and Plaintiffs decide to reject the approval and refuse to accept the conditions so imposed, Plaintiffs shall have 46 days to notify the Township of Mendham that they elect to cancel this agreement. Failure to so notify within said 46 days period shall constitute a waiver of Plaintiffs' right of cancellation."

4. Paragraph 11 of the Mt. Laurel II Compliance Agreement dated January 25, 1985 is deleted therefrom in its entirety.

5. Paragraph 15 of the Mt. Laurel II Compliance Agreement dated January 25, 1985, shall be amended to read as follows:

"15. The benefits and obligations of this agreement shall inure to and be binding upon any successor or assigns of the property in the CR-2 Zone which is presently owned by Tatiana Nagro (Block 31, Lot 1) and of the property in the R-5 Zone (Block 34, Lot 12) which is presently owned by Tatiana Nagro, both of which properties are under contract of sale by her to Timber Properties, Inc."

6. New Paragraph 16 shall be added to the Mt. Laurel

II Compliance Agreement dated January 25, 1985, to read as follows:

"16. With respect to that portion of Plaintiff's property described in the Complaint as Block 34, Lot 12, which lies within the R-5 Zone, and which consists of approximately 52.5 acres of land, it is the Township's position that this tract of land is environmentally sensitive in that it contains a substantial water course and large areas of soil wherein the seasonally high water table is between the actual soil surface and within 1 foot thereof. Moreover, the Township asserts that the overall soil characteristics of this tract are such that the influences of construction processes, the surface disposition of storm waters, the subsurface disposition of septic wastes and the active use of the land at higher intensity or close proximity to the adjacent streams would be likely to pollute the waterways which comprise the headwaters of the Passaic River. It is further the Township's position that extreme environmental constraints would limit the ordinary development of this property in accordance with the R-5 Zone District bulk requirements and that a subdivision into 10 5-acre building lots (which might otherwise be permitted under the applicable zoning standards) would present substantial dangers to the environment. Accordingly, it is deemed to be in the best interests of the Township of Mendham that a density of 10 lots be maintained but that the lot sizes be reduced to preserve the sensitive lands. The undersigned parties stipulate and agree that Plaintiff's property shown and laid out on the Tax Map of the Township of Mendham as Block 34, Lot 12, shall be subdivided into 10 residential building lots in accordance with the bulk standards applicable to the R-2 Zone District under the Mendham Township Zoning Ordinance. The Plaintiffs

agree that they shall present a plan of subdivision, (and site plan approval, if required) for this tract which will be limited to 10 lots, each not less than 2 acres in size and that they shall be prohibited from disposing of any septic or domestic waste on site but all domestic sewerage from the development of lots and construction of residences shall be transported off-site for treatment. Off-site shall mean outside of Block 34, Lot 12. The remainder of lands in Block 34, Lot 12 after the creation of 10 lots and the dedication and acceptance of public roads, shall be dedicated and conveyed to the Township of Mendham for conservation and public open space purposes, provided, however, that Plaintiffs may reserve the right to create utility easements within such remainder area. The Township agrees that the Plaintiffs shall not be required to secure the approval of the Township's Board of Adjustment if the foregoing subdivision meets the standards of the R-2 Zone. In the event that this agreement is cancelled pursuant to the provisions of Paragraph 7a, such cancellation shall void this Paragraph 16."

7. New Paragraph 17 shall be added to the Mt. Laurel

II Compliance Agreement dated January 25, 1985, to read as follows:

"17. The Mendham Township Committee agrees that it shall support an application by Plaintiff to the New Jersey Department of Environmental Protection (DEP) for approval of a plan of subsurface waste disposal which is designed for on-site disposal of sanitary waste on a portion of Block 31, Lot 1, said disposal system to be designed as a community system to accept all the sewage from Block 31, Lot 1 and, at the option of the Plaintiffs, sewage from Block 34, Lot 12, and agrees to execute all necessary documents for filing with the DEP, provided that the Township Committee is advised by an engineering consultant selected by the Township Committee that Plaintiff's plan meets the standards for such systems as established by the DEP. The Township Committee and its engineering consultant shall act upon Plaintiff's request for endorsement of Plaintiff's application to the DEP within 35 days after receipt of the same by the Township Committee.

8. New Paragraph 18 shall be added to the Mt. Laurel II Compliance Agreement dated January 25, 1985, to read as follows:

"18. This agreement constitutes a final settlement of the Civil Action (Docket No. L-043799-83 P.W.) pending between the parties. Upon the entry of a Judgment of Compliance by the Court, all claims contained in the Complaint and Counterclaim shall be dismissed with prejudice and without costs to any party, subject only to reactivation if the said Mt. Laurel II Compliance Agreement is cancelled pursuant to the rights given to Plaintiffs in Paragraph 7a above, at which time all claims and counterclaims shall be reinstated."

9. This Agreement and the Mt. Laurel II Compliance Agreement dated January 25, 1985, as amended and supplemented hereby, are entered into without prejudice to the rights of Plaintiffs under Paragraph 7a and nothing contained in either may be used by any party if the subject matter is litigated.

10. Except as amended and supplemented herein, the Mt. Laurel II Compliance Agreement dated January 25, 1985, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be executed by their duly authorized officers, this 16 day of May, 1985.

ME

ATTEST:

TIMBER PROPERTIES, INC.

Bruce H. [Signature]
Asst Secy

by: [Signature]
Pres.

WITNESSETH:

[Signature]

Tatiana Nagro
TATIANA NAGRO

ATTEST:

THE TOWNSHIP OF MENDHAM

Ann B. Mills
Ann B. Mills, Township Clerk

by: [Signature]
MARION WYSONG, Mayor

ATTEST:

THE PLANNING BOARD OF THE TOWNSHIP
OF MENDHAM

Jean Dauernheim
Jean Dauernheim
Planning Board Secretary

by: David B. Thomas
David B. Thomas, Chairman

WITNESSETH:

Ann B. Mills

W. Augustus Rentsch
W. Augustus Rentsch

Ann B. Mills

Samuel Tufts
Samuel Tufts

Ann B. Mills

I. Jackson Angell
I. Jackson Angell

Ann B. Mills

Marion Wysong
Marion Wysong

Ann B. Mills

Fraser Lyle
Fraser Lyle

Ann B. Mills

Neibert E. Wright
Neibert E. Wright

Ann B. Mills

Stuart Brunet
Stuart Brunet

Ann B. Mills

Michael Roth
Michael Roth

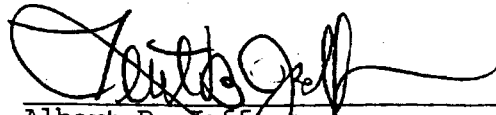
STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS:

I CERTIFY that on May 28 1985,

TATIANA NAGRO,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.



Albert B. Jeffers
Attorney at Law of New Jersey

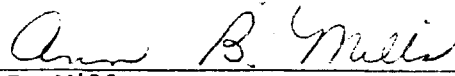
STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on June 18, 1985,

MARION WYSONG, Mayor of Mendham Township,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as Mayor of The Township of Mendham, a Municipal Corporation of the State of New Jersey, the body politic named in this document;
- (b) the proper corporate seal was affixed;
- (c) this document was signed and made by the Municipal Corporation as its voluntary act and deed by virtue of authority from its governing body.


Ann B. Mills
Township Clerk

Ann B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on June 19 1985,

DAVID B. THOMAS, Chairman, Mendham Township Planning Board,

personally came before me and this person acknowledged under oath,
to my satisfaction, that:

(a) this person signed, sealed and delivered the attached
document as Chairman of the Planning Board of the Township of
Mendham, the Municipal Corporation named in this document;

(b) the proper corporate seal was affixed; and

(c) this document was signed and made by the corporation
as its voluntary act and deed by virtue of authority from its
Planning Board members.

Ann B. Mills

Ann B. Mills
Township Clerk

Jean Dauernheim

Jean Dauernheim
Planning Board Secretary

ANN B. MILLS
SECRETARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on, June 15 1985,

W. AUGUSTUS RENTSCH,

personally came before me and this person acknowledged under oath,
to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed the attached
document; and

(b) signed, sealed and delivered this document as his
or her act and deed.

Ann B. Mills

ANN B. MILLS
SECRETARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on June 19 1985,
SAMUEL TUFTS,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on June 19, 1985,
I. JACKSON ANGELL,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on

June 18, 1985,

MARION WYSONG,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1986

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on

June 19, 1985,

FRASER LYLE,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1986

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on
NEIBERT E. WRIGHT,

June 20, 1985,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1987

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on
STUART BRUNET

June 19, 1985,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on June 19, 1985,
MICHAEL ROTH

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on June 19, 1985,
JOSEPH TOBODA

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1985

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on June 19, 1985,
DAVID THOMAS,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1986

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on June 18, 1985,
SANFORD C. FLEURY

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1986

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.

I CERTIFY that on

June 19, 1985,

SAMUEL TOLLEY,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Ann B. Mills

ANN B. MILLS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 1, 1986