

SETTLEMENT AGREEMENT

In The Matter of the Application of the Township of Hainesport
Superior Court of New Jersey/Law Division/Burlington County
Docket No. BUR-L-000392-23

THIS AGREEMENT made this 13th day of July, 2023 by and between the **TOWNSHIP OF HAINESPORT**, a municipal corporate body politic, with offices at One Hainesport Centre, Hainesport, New Jersey 08036 (hereinafter called "Township") and **FAIR SHARE HOUSING CENTER, INC.**, a not-for-profit affordable housing advocate with offices at 510 Park Boulevard, Cherry Hill, New Jersey 08002 (hereinafter "Fair Share" or "FSHC"). The Township and FSHC, hereinafter referred to individually as "Party" and collectively as the "Parties."

BACKGROUND

1. Hainesport has always actively addressed affordable housing issues. The Township received a First Round Certification on January 5, 1994. Hainesport received Second Round Substantive Certification from the Council on Affordable Housing (COAH) on June 7, 2000. COAH's Round III regulations were the subject of litigation. As a result, significant changes were made and adopted by COAH in September of 2008. In response, the Township prepared an Amended Housing Element and Fair Share Plan that addressed COAH's revised regulations. On December 3rd, 2008, Hainesport adopted a new Housing Element and Fair Share Plan consistent with COAH's revised rules. A petition for Third Round Certification was then filed with COAH by letter dated December 15, 2008. COAH acknowledged receipt of that Petition for Third Round Substantive Certification by letter dated March 30, 2009. COAH's revised Third Round rules were challenged again and invalidated by the Appellate Division on October 8, 2010. The New

Jersey Supreme Court upheld the appellate Court decision on September 26, 2013 and ordered COAH to adopt new rules, which it failed to do.

2. On March 10, 2015, the Supreme Court decided In re Adoption of N.J.A.C. 5:96 & 5:97 by the N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (“Mount Laurel IV”). In this decision, the Supreme Court held that since COAH was no longer functioning, trial courts were to resume their role as the forum of first instance for evaluating municipal compliance with Mount Laurel obligations, and also established a process for municipalities to seek a Judgment of Compliance and Repose (“JOR”) in lieu of Substantive Certification from COAH.

3. In response to Mount Laurel IV, Hainesport Township filed a Declaratory Judgment Action Bur-L-1558-15 on July 1, 2015 to seek approval of its Housing Element and Fair Share Plan, and simultaneously brought a motion to extend immunity from all Mount Laurel exclusionary lawsuits, including builder’s remedy lawsuits. The Township however took a voluntary dismissal without prejudice of this action on Nov. 18, 2015. Additionally, the Hainesport Township Committee adopted an amended spending plan on July 10, 2012 and submitted that plan to COAH on July 13, 2012. On February 23, 2023 the Township filed a complaint for Declaratory Judgment pursuant to N.J.S.A. 52:27D-313 in the Superior Court, requesting the Court declare the Township in voluntary compliance and grant Hainesport immunity from Mount Laurel lawsuits.

4. Under this In the Application of the Township of Hainesport, Docket No. BUR-L-000392-23 (Mount Laurel), filed on February 23, 2023, the Township seeks various approvals from this Court, regarding its Third Round Compliance Plan, its Affordable Housing Trust Fund Spending Plan, and the authorization to expend funds therefrom to satisfy ongoing municipal

Affordable Housing Obligations, as well as immunity to the Township against builders' remedy lawsuits.

5. During the last few years, the Township has voluntarily continued to work towards identifying, and creating a plan to satisfy, its "Third Round" Affordable Housing Obligations. With the assistance of the Court, the Parties have determined to memorialize and to agree upon the Township's established "Fair Share Obligation" for the period spanning the years 1999 through 2025 ("Third Round").

AGREEMENT

1. The Parties hereby confirm that the Township, through the adoption of a future Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereinafter, "The Plan"); and through the implementation of The Plan and this Agreement, satisfies its Obligations under the Mount Laurel Doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.* for the Prior Round (1987 – 1999) and the Third Round (1999 – 2025).

2. Given the state of the judicial process at this point arising from the Supreme Court's decision in In Re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"), with Third Round Fair Share Obligations having not yet been definitively adjudicated in Burlington County or in Region 5, the Parties have determined it to be appropriate to arrive at an Agreement regarding Hainesport's Third Round Obligation and rehabilitation share, instead of doing so through continued litigation to establish same by the Court.

3. As a result, the Parties agree that Hainesport's Affordable Housing Obligations are as follows:

Prior Round Obligations (pursuant to N.J.A.C. 5:93 and COAH's 2000 substantive certification): 150

Rehabilitation Obligation: 0

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999 – 2015 that need affordable housing, which was recognized by the Supreme Court in In Re Declaratory Judgment Action filed by Various Municipalities, 227 N.J. 508 (2017), as well as the Prospective Need for the period from 2015 – 2025.

5. As noted above, the Township had a Prior Round Obligation of one hundred fifty (150) units, which has been largely satisfied through the compliance mechanisms listed in **Exhibit A**, but which yielded a deficit of four (4) actual units, which are addressed as three (3) market-to-affordable units in the Third Round; except if the Township can confirm that property at 1609 Albert Street was properly deed-restricted, the deficit is agreed to be three (3) units. In order to maximize bonus credits as is permitted by COAH's rules, some Prior Round and Third Round compliance mechanisms have been shifted as demonstrated in **Exhibit B**. The Township has implemented, or will implement, the Plan attached hereto as **Exhibit C**, in order to provide a realistic opportunity to meet its Third Round Obligation of one hundred ninety-seven (197) units.

6. The Township shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in **Exhibit C**.

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least fifty percent (50%) of the units addressing the Third Round Obligation shall be affordable to very low-income and low-income households, with the remainder affordable to moderate-income households.

- c. At least twenty-five percent (25%) of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.
- d. At least half of the units addressing the Third Round Obligation in total must be available to families.
- e. The Township agrees to comply with an age-restricted cap of twenty-five percent (25%) and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the Township claim credit toward its fair share Obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its cumulative Prior Round and Third Round Fair Share Obligation.
- f. Thirteen percent (13%) of all affordable units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, shall be very low-income units for households earning thirty percent (30%) or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (“FHA”), with half of the very low income units being available to families. The total number of affordable units of which thirteen percent (13%) must be very low income does not count units with extended affordability controls, and the Township shall not be required to make accessory apartments and market-to-affordable units very low income as part of meeting this requirement.
- g. All new construction units shall be adaptable in conformance with P.L. 2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

7. In all developments that produce affordable housing, the Township agrees that the following terms shall apply:

- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. (“UHAC”), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning thirty percent (30%) or less of median income pursuant to the Fair Housing Act. There will not be required to be very low income units within the accessory apartments, market-to-affordable units, or units with extended affordability controls programs in the Township’s Fair Share Plan.
- b. All of the affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the Township, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years. If the Township acts to release the unit from such controls, affordability controls shall remain in effect until the date on which a rental unit shall become vacant due to the voluntary departure of the income-eligible occupant household in accordance with N.J.A.C. 5:80-26.11(b).

- c. In inclusionary developments, the affordable units shall be integrated with the market-rate units, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) or floor(s) from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units. Any amenities included in the rent for market rate units shall also be included in the rent for affordable units, any amenities that have an optional fee for market rate units may also have the same optional fee for affordable units.
- d. Construction of the affordable units in inclusionary developments shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
- e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include the community and regional organizations identified in this Agreement, and it shall also include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.

8. The Township and/or its Administrative Agent shall add to the list of community and regional organizations, in its Affirmative Marketing Plan, pursuant to N.J.A.C. 5:80-26.15(f)(5): Fair Share Housing Center, Inc., 510 Park Boulevard, Cherry Hill, New Jersey 08002; Fair Share Housing Development, 1 Ethel Lawrence Boulevard, Mount Laurel, New Jersey 08054; Camden County NAACP, 1123 1/2 Kaighn Avenue, Camden, New Jersey 08103;

The Latino Action Network, P. O. Box 943, Freehold, New Jersey 07728; Willingboro NAACP, P. O. Box 207, Roebling, New Jersey 08554; Southern Burlington County NAACP, P. O. Box 3211, Cinnaminson, New Jersey 08077; Burlington County Community Action Program, 718 Route 130 South, Burlington, New Jersey 08016; and The Supportive Housing Association, 15 Alden Street #14, Cranford, New Jersey 07016; and other appropriate non-profits and Civil Rights organizations that request to be notified of available units, and shall, as part of its regional affirmative marketing strategies during its implementation of any affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units, along with copies of application forms. The Township also agrees to require any other entities, including developers, persons or companies retained to do affirmative marketing, to comply with these notice requirements. As part of its regional affirmative marketing strategies during implementation of its fair share plan, the Township and/or its Administrative Agent shall also provide notice of all available affordable housing units to the above-referenced organizations and shall ensure all affordable units are posted on the New Jersey Housing Resource Center website in accordance with applicable law.

9. All affordable housing residential units to be constructed during the Third Round shall include the required bedroom distribution, except for the market to affordable units, accessory apartments, group home units and other alternative living arrangements such as congregate living arrangements which may present opportunities that deviate from the proscribed bedroom distribution, as is allowed for by relevant COAH regulation. All units shall be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq., or any successor regulation, and all other applicable law. If a deed restriction is placed on rental market-to-affordable units that are

currently occupied by existing tenants living at the site who are properly income qualified, the period of deed restriction begins to run upon the first occupancy that results from affirmative marketing of the unit. In lieu of ten percent (10%) of affordable units in rental projects being required to be at thirty-five percent (35%) of median income, thirteen percent (13%) of affordable units in such projects shall be required to be at thirty percent (30%) of median income. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within thirty (30) days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 5) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four (4).

The income limit for a moderate-income unit for a household of four shall be eighty percent (80%) of the regional weighted average median income for a family of four (4). The income limit for a low-income unit for a household of four shall be fifty percent (50%) of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be thirty percent (30%) of the regional weighted average median income for a family of four (4). These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- b. The income limits attached hereto as **Exhibit D** are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2023, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)(3) shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

10. Prior to the Final Compliance Hearing, the Township shall adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and to adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

11.(A) Within one-hundred fifty (150) days of the Court's entry of an Order approving the fairness of this settlement, the Township additionally agrees to adopt an ordinance, subject to the review of FSHC, providing that if the Township permits the construction of any multi-family or single-family attached residential development not already included in this Agreement that is "approvable" and "developable," as defined at N.J.A.C. 5:93-1.3, at a gross residential density of six (6) units to the acre or more, the Township shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning with the effective date of this Agreement to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of six (6) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Township's Planning or Zoning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. Nothing in this paragraph precludes the Township from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is twenty percent (20%); for

projects in which the low and moderate income units are to be offered for rent, the appropriate set-aside percentage is fifteen percent (15%). This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein. A property shall not be permitted to be subdivided so as to avoid meeting this requirement.

11.(B) In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for the non-inclusionary affordable housing developments referred to as “Walters/Creek Road” and “Randolph Senior Estates.” The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or Project Sponsor, and any applications still pending in the case where an application for outside funding is still pending, the municipality shall consider a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township shall meet these obligations through the submission of documentation thirty (30) days prior to the Final Compliance Hearing in this matter.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within three (3) years of Court approval of this settlement. If construction has not begun by the beginning of the Fourth Round, the Parties may re-evaluate the project for

the Township's HEFSP. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township shall meet these obligations through the submission of documentation thirty (30) days prior to the Final Compliance Hearing in this matter.

In the event that there is a shortfall in Third Round units, the Township agrees to undertake negotiations with the owner/developer of Haines Mobile Home Park to deed restrict mobile home units to satisfy the Third Round obligation.

12. Upon full execution of this Agreement, Hainesport shall notify the Court so that a Fairness Hearing shall be scheduled to approve the Agreement.

13. The Parties hereto agree that if a decision of a court of competent jurisdiction in Burlington County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the time period of 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the final judgment entered by the Court in the Declaratory Judgment Action to reduce its fair share obligations accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a HEFSP that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the HEFSP adopted pursuant to this Agreement; taking all steps necessary to support the development of any one hundred percent (100%) affordable development referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share

obligations as established herein. The reduction of the Township's obligation below that established this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

14. The Township has prepared or shall prepare an Affordable Housing Trust Fund Amended Spending Plan prior to the Final Compliance Hearing, subject to review and comment by FSHC, and approval by the Court, and the Township shall seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this Agreement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all affordable housing trust fund activity, including

the source and amount of funds collected and the amount and purpose for which any funds have been expended by the Township.

15. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master in the Declaratory Judgment Action and FSHC.

16. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:

- a. For the midpoint realistic opportunity review, required pursuant to N.J.S.A. 52:27D-313, the Township will not be required to provide such review as it would be due in the next Round.
- b. For the review of very low income housing requirements required by N.J.S.A. 52:270-329.1, within thirty (30) days of the third anniversary of this Agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the

municipality has complied with its very low-income housing obligation under the terms of this Agreement.

17. This Agreement may be enforced through a motion to enforce litigant's rights filed as part of the Declaratory Judgment Action or a separate action filed in Superior Court, Burlington County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees as is determined by the court on any such application.

18. FSHC is hereby deemed to have party status in the Declaratory Judgment Action and to have intervened in the same without the need to file a motion to intervene or an answer or other pleading. The Parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights as they pertain to the Declaratory Judgment Action.

19. This Agreement must be approved by the Court in the Declaratory Judgment Action following a Fairness 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). The Township shall present its Planner as a witness at this hearing. FSHC agrees to support this Agreement at the Fairness Hearing. In the event the Court approves this Agreement, the Parties agree that the matter should then proceed to a Compliance Hearing one hundred fifty (150) days after the Fairness Hearing and agree to request that the Court schedule the Compliance Hearing in Court at the conclusion of the Fairness Hearing. FSHC will not challenge the Plan adopted pursuant to this Agreement at the Compliance Hearing provided it conforms to the terms of this Agreement. Following the Compliance Hearing, upon a showing that the municipality has adopted all necessary ordinances and

complied with the requirements of this Agreement, the Parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a Fairness Hearing, it shall be null and void and in that event FSHC acknowledges and agrees that it shall continue to cooperate with the Township and shall negotiate and enter into such further agreement as may be required for such approval by the Court.

20. The Township agrees to pay FSHC's attorneys fees and costs in the amount of Ten Thousand Dollars (\$10,000.00) within forty-five (45) days of the Court's approval of this Agreement pursuant to a duly-noticed Fairness Hearing.

21. If an appeal is filed of the Court's approval or rejection of this Agreement in the Declaratory Judgment Action, the Parties agree to defend the Agreement on appeal, at their respective cost and expense, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

22. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof.

If any section of this Agreement shall be adjudged by a Court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

23. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

24. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

25. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

26. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

27. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

28. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

29. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

30. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

31. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

32. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO FSHC:

Adam M. Gordon, Esquire
Fair Share Housing Center, Inc.
510 Park Boulevard
Cherry Hill, NJ 08002
Phone (856) 665-5444
Telecopier: (856) 663-8182
Email: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:

John C. Gillespie Esquire
Parker McCay P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054-5054
Phone: (856) 985-4083

Telecopier: (856) 489-6980
Email: jgillespie@parkermccay.com

**WITH A COPY TO THE
MUNICIPAL CLERK:**

Paula L. Kosko, MPA, RMC, Twp. Administrator/Clerk
Hainesport Township
One Hainesport Centre
P.O. Box 477
Hainesport, NJ 08036
Phone: (609) 267-7114
Telecopier: (609) 261-4762
Email: pkosko@hainesporttownship.com

[SIGNATURES ON SEPARATE PAGE]

IN WITNESS WHEREOF, the Parties hereby have set their hands and seals the date
set forth above.

Attest:

FAIR SHARE HOUSING CENTER, INC.



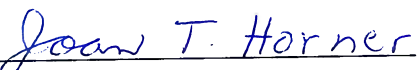
Ashley J. Lee, Esquire

By: 

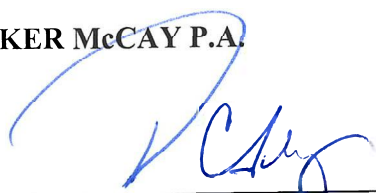
Adam M. Gordon, Esquire

Attest:

PARKER McCAY P.A.



Joan T. Horner

By: 

John C. Gillespie, Esquire
Hainesport Township Solicitor

achieving its affordable housing obligations in ways that will result in units on the ground as expediently as possible.

TABLE 1 – SUMMARY OF 3RD ROUND OBLIGATION

Component	Number of Units
Present Need	0
Prior Round Obligation	150
Gap + Prospective Need Obligation	197
Total	347

TABLE 2 – COMPLIANCE MECHANISMS FOR PRIOR ROUND OBLIGATION 1987-1999

Compliance Mechanisms	Credits	Bonuses	Total
150 Unit Prior Round Obligation (1987-1999)			
Davenport Village - Block 9.01, Lot 43	56	38	94
Glen at Mason's Creek (Senior, Tartan Lane) Block 101.08 Lots 1-11 and Block 101.07 Lots 2-29 (sale)	36		36
ARC of Burlington County (1015 Deacon Rd) Block 11 Lot 5.02	4		4
ARC of Burlington County (1512 Marne Hwy) Block 9 Lot 3.02	4		4
Regional Contributions Agreement (Mt. Holly)	7		7
Market to Affordable (existing)	2		2
Total	118	38	146
<i>Total Required</i>			146
	Required		Provided
Maximum Senior - 25% of obligation	35		35
Min. Total Rental - 25% of obligation	38		56
Senior maximum bonus	0		0
Rental bonus maximum - not to exceed rental minimum	38		38

TABLE 3 – COMPLIANCE MECHANISMS FOR THIRD ROUND OBLIGATION 1999-2025

Compliance Mechanisms	VL Units	VL Units	Credits	Bonuses	Total
197 Unit Third Round Obligation (1999-2025)	Senior/SN	Family			
Rental (R) or Sale (S)					
100% Municipally Sponsored Affordable Developments (Planned)					
Walters/Creek Road (B: 104, L: 1.06) (R)		10	72	50	122
Randolph Senior Estates (Senior) – (B: 24, L:10) (R)	5		17		17
Existing Developments (Completed)					
2312 Walnut (B: 59, L: 1.01) (S)			1		1
Glen at Mason's Creek (Senior, Tartan Lane) B: 101.08 Lots 1-11 and B: 101.07 Lots 2-29 (S)			10		10
Legacy (B:98, L: 5) (R)	5		5		5
Additional Mechanisms (Planned)					
Extension of Controls (S)			13		13
Supportive/Special Needs Homes (R)	3		3		3
Davenport (Camden Diocese) (R)		3	16		16
Accessory Apartment Program (R)			9		9
Market to Affordable (S)			5		5
Total	13	13	147	50	201

	Required	Provided
Min. Total Family - 50% of obligation	99	103
Min. Very Low Required - 13% of units developed after 7/1/2008	26	26
Min. Very Low Family Required - 50% of total VL	13	13
Min. Total Rental - 25% of obligation	20	112
Min. Family Rental - 50% of total rental	10	88
Maximum Senior - 25% of obligation	49	40