

Exhibit: C-6

KAPLAN COMPANIES

433 River Road
Highland Park, NJ 08904
(732) 846-5900 ext. 215
(732) 846-4713 FAX
E Mail address bretk@thinkkaplan.com

June 22, 2018

VIA UPS OVERNIGHT MAIL

Richard Hoff, Esq.
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033

**Re: Borough of Sayreville – K-land Corp.
Settlement Agreement**

Dear Rich:

Enclosed herewith please find four (4) copies of the Settlement Agreement, which have been signed on behalf of K-Land Corp. by Jason Kaplan.

Thank you.

Very truly yours,


Bret Kaplan
General Counsel

BK:lg
Encl.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") made this _____ day of May, 2018, by and between:

BOROUGH OF SAYREVILLE, a municipal corporation of the State of New Jersey, County of Middlesex, having an address at 167 Main Street, Sayreville, NJ 08872 (hereinafter the "Borough" or "Sayreville");

And

K-LAND CORP. ("K-Land" or "Developer"), with a business address of 433 River Road, Highland Park, NJ 08904 (hereinafter "K-Land");

Collectively, the Borough and K-Land shall be referred to as the "Parties."

WHEREAS, in compliance with the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 6, 2015, the Borough filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Sayreville, County of Middlesex, Docket No. 4010-15 seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the "Compliance Action"); and

WHEREAS, K-Land was permitted to intervene in this matter by Order dated August 25, 2015; and

WHEREAS, K-Land is the current owner of properties identified on the Borough's tax map as Block 136.16, Lots 30.05 and 30.06 ("Camelot I" or "Site I") and Block 366.01, Lot 1, Block 367.01, Lot 1 and Block 347.01, Lot 3.01 ("Camelot II" or "Site II").

WHEREAS, in evaluating properties appropriate for inclusionary developments, the Borough has determined that the Properties present a suitable opportunity for such development;

WHEREAS, Site I and Site II were included in prior iterations of the Borough's Housing Element and Fair Share Plan ("HEFSP");

WHEREAS, to incorporate Site I and Site II in the HEFSP, the Parties entered into a Settlement Agreement, the validity of which the Borough challenged (the "Prior Settlement Agreement");

WHEREAS, after execution of the Prior Settlement Agreement, the Borough sought to amend the HEFSP so as to not allow for the rezoning of Site I and Site II consistent with the terms of the Prior Settlement Agreement;

WHEREAS, in response to the Borough's failure to implement the rezoning of Site I and Site II in accordance with the Prior Settlement Agreement, the Developer filed a Motion to Enforce Litigant's Rights Pursuant to R. 1:10-3, which Motion was granted by the Superior Court and the rezoning of Site I and Site II accomplished pursuant to the provisions of the Prior Settlement Agreement;

WHEREAS, following the Court's rezoning of Site I and Site II pursuant to the Prior Settlement Agreement, the Borough filed additional Motions in Superior Court in an effort to vacate the current rezoning of Site I and Site II;

WHEREAS, following the filing of the Borough's additional application with the Court, the Parties engaged in further discussions relative to a revised zoning approach for Site I and Site II;

WHEREAS, as a result of those further discussions, the Parties wish to modify the development concepts for Site I and Site II pursuant to the terms of the Prior Settlement Agreement and proceed with the development of Site I and Site II in a manner consistent with the terms of this Agreement;

WHEREAS, subject to the adoption of an ordinance with terms specified herein and subject further to Court approval of this agreement, the Borough has determined to incorporate this agreement into its Amended Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan");

WHEREAS, the Planning Board of the Borough of Sayreville intends to prepare an Amended Affordable Housing Plan for adoption by the Planning Board, endorsement by the Borough Committee, and submission to the Court for review and approval;

WHEREAS, the Affordable Housing Plan will include the Property as an inclusionary developments at a density that will permit a total of 318 new units between two sites of which 18 will be affordable to very low, low and moderate income households and, in addition, K-Land will produce two additional affordable units by deed-restricting presently existing units once Developer has secured a CO for the two units to the extent necessary;

WHEREAS, the 20 affordable units described above represents a 6.25% set aside of the 320 total units (of which 318 are new units and 2 are already in existence but have yet to receive Certificates of Occupancy);

WHEREAS, K-Land is amenable to fully and finally resolve the K-Land Intervention premised upon securing the right to construct the Inclusionary Developments on Site I and Site II;

WHEREAS, to ensure that the Inclusionary Developments generates affordable housing credits to be applied to the Borough's affordable housing obligations, the affordable units within the Inclusionary Developments shall comply with the Round 2 regulations of the New Jersey

Council on Affordable Housing (“COAH”), the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. (“UHAC”), and all other applicable law, including a requirement that 13% of all affordable units are available to very low income households, and said Inclusionary Developments shall be deed restricted for a period of at least 50 years pursuant to Paragraph 3.3.5 of this Agreement;

WHEREAS, all of the affordable units will be family rental units entitling the Borough to rental bonus credits up to the applicable rental bonus caps;

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court’s approval of this Agreement at a Fairness Hearing; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

ARTICLE I – PURPOSE

- 1.1 The purpose of this agreement is (a) to create a realistic opportunity for up to 20 affordable family rental units; (b) to control the development of the Properties as set forth herein; and (c) to resolve all issues amongst the parties.
- 1.2 The Inclusionary Developments shall be substantially consistent with the concept site plans and elevations attached hereto and made a part hereof as **Exhibit A**, which has been reviewed and approved by the Borough and the Borough’s professionals.
- 1.3 The Borough will also introduce and consider for a hearing an ordinance, which is attached hereto as **Exhibit B**.

ARTICLE II - BASIC TERMS AND CONDITIONS

2.1 This Agreement is subject to Court approval following a duly noticed “Fairness Hearing,” which is currently scheduled for June 28, 2018 at 10 am.

2.2 In the event of any legal challenges to the Court’s approval of this Agreement or Approvals, including a challenge by any third party, the Parties must diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or of the Inclusionary Development, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement, provided that no such modification requires an increase or decrease in density than that provided herein.

2.3 This Agreement does not purport to resolve all of the issues before the Court raised in the Compliance Action. In the event the Borough adopts the Rezoning Ordinance and

the Court approves this Settlement Agreement but the Borough is unable to reach a settlement with Fair Share Housing Center ("FSHC") or any other person or entity, all of the Parties hereto are obligated to comply with their obligations under this Agreement including but not limited to the obligation to defend this Agreement.

ARTICLE III – K-LAND AND DEVELOPER OBLIGATIONS

3.1 Obligation To File Development Applications In Accordance With Rezoning Ordinances, Concept Plans. Subject to Developer's right pursuant to Sections 4.11 and 5.3. Developer shall file development applications in accordance with the Rezoning Ordinances (hereinafter defined). All such applications shall be substantially consistent with the Concept Plans and elevations, attached hereto as **Exhibit A** and the Zoning Ordinances attached hereto as **Exhibit B**.

3.2 Obligation To Maintain 6.25 Percent Affordable Housing Set-Aside And To Comply With All Affordable Housing Laws. Developer, its successors and/or assigns shall have an obligation to deed-restrict six and one quarter percent (6.25%) of the residential units in the Inclusionary Development (equivalent to 20 units if the Planning Board approves an application for 318 new units (300 new market rate units, 20 new affordable units, 2 of which are already existing units) as very low, low or moderate income affordable units. In the event the required number of affordable units Developer is required to provide is an odd number, at least 50 percent of the affordable units shall be units rented to low-income households.

3.3 Obligation To Comply With All Affordable Housing Laws And Maintain Creditworthiness of Units.

3.3.1 Developer shall be responsible for all costs associated with the initial rental of the affordable units, and for the continuing administration of the affordable units and the preservation of the creditworthiness of the units. In satisfaction of this obligation, Developer represents that Developer has a qualified individual on staff that has and is capable of performing all the administrative tasks associated with the affordable units to be constructed including but not limited to all those set forth below. In the event Developer no longer employs a qualified individual to perform the administrative tasks associated with the affordable units, the Developer shall advise the Borough of the same and the Developer and the Borough shall cooperate toward retaining a mutually agreeable Administrative Agent and Developer shall be responsible for the Administrative Agent to the extent the agent does work concerning the proper administration of the affordable units contemplated by this agreement.

3.3.2 The administrative tasks include the affordable housing Administrative Agent performing its responsibilities pursuant to UHAC regulations, COAH's Round 2 regulations and of any other relevant agency and all other applicable laws related to affordable housing in New Jersey ("Affordable Housing Laws") to ensure that the affordable units remain

creditworthy. Notwithstanding anything herein to the contrary, Developer directly or through the Administrative Agent shall take all necessary steps to make the affordable units provided for under this Agreement and in the approved site plan creditworthy and to maintain the creditworthiness of the units pursuant to applicable law. Such steps shall include, but not be limited to (i) complying with the bedroom distribution for the affordable units, (ii) the split of very low-income units, low-income units and moderate-income units, (iii) the phasing of the market units with the affordable units in accordance with all applicable regulations; (iv) appropriately marketing the affordable units, (v) screening potential applicants for the units to ensure that they qualify as low or moderate households, (vi) pricing the units at affordable rates, (vii) ensuring that the affordable units are properly deed restricted, (viii) enforcing any and all other UHAC requirements and requirements of the COAH or a successor agency as to the affordability of the units except that the restriction period shall be at least 50 years; and (ix) addressing any monitoring requirements may be imposed on the Borough with respect to the affordable units. For purposes of this subparagraph, the Parties assume current UHAC regulations and COAH round two regulations (N.J.A.C. 5:93-1, et seq.) shall control. However, if COAH promulgates new applicable and lawful regulations prior to Developer securing preliminary site plan approval that impose different requirements to render the units creditworthy, then Developer shall comply with the new regulations. Upon written notice, Developer shall provide detailed information requested by the Borough or the Borough's Administrative Agent, within 30 days concerning Developer's compliance with UHAC and other applicable laws.

- 3.3.3 In the event the required number of affordable units Developer is required to provide is an odd number, at least 50 percent of the affordable units shall be units rented to low-income households.
- 3.3.4 Developer shall comply with the following distribution of very low, low and moderate income units: very low (at least 13%) / low (up to 37%) / moderate (no more than 50%). To illustrate the intent of this provision, if 20 affordable units are approved and constructed, the breakdown will be 10 moderate; 8 low and 2 very low. Developer represents that UHAC regulations currently permit an overall affordability average of fifty two percent (52%) of median for all affordable units within the Inclusionary Development and Developer shall be permitted to comply with this standard or any other applicable standard subject to Developer's obligation to maintain the creditworthiness of all the affordable units contemplated by this agreement with the distribution of very low, low and moderate income households set forth herein.
- 3.3.5 Each restricted unit shall remain subject to the requirements of the 50 year control period.

3.3.6 The Parties agree that the affordable units are to be included in the Affordable Housing Plan to be approved and credited by the Court in the Compliance Action and treated as family affordable rental units, and that the credits will be applied as the Borough deems fit.

3.3.7 Upon written notice, Developer, its successors and/or assigns, shall provide detailed information requested by the Borough, or the Borough's Administrative Agent, within 30 days concerning Developer's compliance with UHAC and other applicable laws.

3.4 Obligation to post Escrows. Developer shall post escrows to cover the costs of the Borough's and Planning Board's professionals in conjunction with their review of Developer's development applications, which costs shall include, by way of example, the cost to review submissions of the applicant and other relevant documents and to testify about the reports reviewed. All such escrows shall be governed by the requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. ("MLUL").

3.5 Obligation To Comply With Reasonable Conditions of Approval. Developer acknowledges that as a condition of preliminary and/or final site plan and/or subdivision approval, Planning Board may require on-site and off-site improvements only as permitted by N.J.S.A. 40:55D-42. Developer shall comply with all such reasonable conditions and shall confine any challenge to any condition of approval to an attempt to rectify the contested condition.

3.6 Developer shall perform, at its expense, any studies the Planning Board or other Borough Board, commission or other entity with jurisdiction may reasonably, and lawfully, require with respect to any infrastructure improvements necessitated by the Project.

3.7 Developer accepts and will comply with the requirement that any development approval granted by Planning Board for the Property shall incorporate by reference this Agreement, shall be consistent with all terms and provisions of this Agreement, and shall include an express condition requiring compliance by the Parties with all obligations under this Agreement.

3.8 Obligation Not To Oppose Borough's Application for Approval of its Affordable Housing Plan. Developer will cooperate with and support the Borough's subsequent request for entry of a judgment of compliance provided that the Borough's affordable housing plan includes the inclusion of the subject property consistent with this agreement and will support the settled upon fair share and will not otherwise challenge the validity of the Borough's affordable housing plan.

3.9 Obligation to Cooperate. Developer shall have the obligation to cooperate with Borough to advance the intent and purposes of this Agreement.

3.10 Purchase of Real Property. As part of this Agreement, K-Land agrees to sell real property identified as Block 367.01, Lot 1 on the Borough's Tax Maps (the "PRIME" Parcel) for a purchase price of one million four hundred thirty thousand dollars (\$1,430,000).

3.12 Purchase of Block 367.01, Lot 1 (the "PRIME" Parcel). The Borough cannot legally buy a contaminated site. Therefore, to ensure that the PRIME Site can be used for its intended purpose, the Borough shall have the right to conduct a preliminary environmental assessment in accordance with the procedures set forth at N.J.A.C. 7:26E-3.1, et seq., which preliminary assessment shall be conducted by a qualified professional at the sole expense of the Borough. K-Land agrees to cooperate with the Borough in its performing the preliminary assessment. The preliminary assessment shall be completed on or before June 28, 2018. If, as a result of that assessment, it is established that there are no potentially contaminated areas of concern, then the Borough shall proceed with the purchase of the PRIME Site for \$1,430,000.00. The purchase price of the PRIME piece is predicated upon an appraisal valuing the property as clean to residential standards. If, as a result of that preliminary assessment, it is determined that there are areas of concern, then K-Land shall have the choice, at its option to: (a) allow the Borough to proceed with additional testing of the PRIME Site to ascertain the scope of necessary remediation ("Additional Testing"), the costs associated with Additional Testing of the PRIME site shall be deducted from the purchase price; or (b) declare the agreement null and void at which point the parties shall be restored to the *status quo ante* and no party shall be entitled to use the agreement against each other in any subsequent proceeding. Upon receipt of the results of the Additional Testing, K-Land shall have the option to: (a) remediate any such contamination at K-Land's expense to residential standards subject to the direction and approval of the Borough; or (b) declare the agreement null and void at which point the parties shall be restored to the *status quo ante* and no party shall be entitled to use the agreement against each other in any subsequent proceeding.

3.13 Petition for Attorney Fees. K-Land agrees to withdraw its pending petition for and claim of attorney fees with prejudice.

ARTICLE IV - OBLIGATIONS OF THE BOROUGH

4.1 The Rezoning Ordinance. Within forty five (45) days of the execution of this Agreement, the Borough shall introduce the zoning ordinance attached hereto as **Exhibit B** (hereinafter the "Rezoning Ordinance") that will permit the development of the Property consistent with the Rezoning Ordinance, and reasonably consistent with the attached concept site plans and elevations (collectively attached as **Exhibit A**) that allows for the development of the Properties and the construction of 318 total new units, of which six and one quarter (6.25%) shall be set aside for affordable housing. The Rezoning Ordinance will require a 6.25% set-aside and will require all units to be constructed in accordance with all applicable UHAC and COAH regulations.

The Rezoning Ordinance shall permit up to 318 new units, cumulatively, on both sites. Pursuant to the terms of the Rezoning Ordinance, the development of the 318 units shall be appropriately distributed between Site I and Site II. The affordable units shall be distributed proportionally, within reason, between the two sites so as to maintain a set aside of roughly 6.25% of each site.

4.2 Upon introduction of the Rezoning Ordinance, the Borough shall refer the Rezoning Ordinance to the Planning Board for review and recommendation at the Planning

Board's next regularly scheduled meeting, or such special meeting as may be required.

4.3 At the next regularly scheduled Borough Council meeting after a recommendation has been made by the Planning Board regarding the Rezoning Ordinance, or after the expiration of the thirty-five (35) day referral period, whichever is earlier, the Borough will vote on the approval of the Rezoning Ordinance.

4.4 In no event shall the vote on the Rezoning Ordinance occur after August 15, 2018 and the Borough agrees to schedule such special meeting(s) as necessary to act on the Rezoning Ordinance on or before August 15, 2018.

4.5 The adoption of the Rezoning Ordinance shall not await the adoption of the Affordable Housing Plan. In the event that the Rezoning Ordinance shall not be adopted as aforesaid, then the Parties to this agreement shall be restored, *status quo ante*, to their respective positions prior to the execution of this Agreement and no party shall be entitled to use this Agreement to the disadvantage of the other in any future litigation.

4.6 Obligation To Include Project Into Borough's Affordable Housing Plan. The Borough shall incorporate this Inclusionary Development, this Agreement and the Rezoning Ordinance into the Affordable Housing Plan for which it seeks the Court's approval. The Borough agrees that, absent written consent of K-Land, the Rezoning Ordinance shall remain applicable to the Property until, at minimum, the conclusion of the Third Round compliance period (June 30, 2025).

4.7 Obligation To Cooperate. The Borough acknowledges that in order for K-Land to construct its Inclusionary Development, K-Land will be required to obtain any and all approvals and permits from (1) entities, boards or agencies which are under the jurisdiction of the Parties to this Agreement, and from (2) all relevant public entities and utilities; such as, by way of example only, the Borough, the Planning Board, the County of Middlesex, the Middlesex County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, "Required Approvals"). The Borough agrees to use all reasonable efforts to assist K-Land in its undertakings to obtain the Required Approvals on an expedited basis provided that the taxes on the subject property are current. Developer shall be responsible for all costs that the Borough may reasonably incur in conjunction with providing cooperation.

4.9 Obligation to Maintain Proposed Re-Zoning of Property. The Borough agrees that if a decision of a court of competent jurisdiction in Middlesex 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 affordable housing obligation for the Borough for the period 1987-2025 that would lower the Borough's affordable housing obligation beyond that established by COAH for the period 1987-1999 and/or this Court for the period 1999-2025, the Borough shall nonetheless implement the Rezoning Ordinance contemplated by this Agreement and take all steps necessary to support the development of the Inclusionary Development contemplated by this Agreement.

4.10 Purchase of the PRIME Parcel. The Borough agrees to purchase the PRIME

Parcel for a purchase price of one million four hundred thirty thousand dollars (\$1,430,000) pursuant to N.J.S.A. 40A:12-5.

4.11 Obligation to Provide Developer Relief from Cost-Generative Features and/or Requirements. The Borough recognizes that as inclusionary developments, within the meaning of the Mount Laurel doctrine, Site I and Site II are entitled to certain relief from otherwise applicable Borough ordinances and/or regulations. K-Land may apply for a waiver or bulk variance from any standard imposed by the Borough's Land Use and Development Ordinance, as applicable, and a de minimis exception from the Residential Site Improvement Standards ("RSIS"), and that the standards set forth in the MLUL shall determine if K-Land is entitled to this relief. Further, beyond variance and/or waiver relief to which K-Land may be entitled, the Parties acknowledge that the development of Site I and Site II shall be exempt from the provisions of Chapter 30, Tree Conservation and Reforestation, of the Borough's Zoning Code.

4.12 Tax Assessment of Site I and Site II to be In Accordance with Similarly Situated Development. A K-Land affiliate is the owner of property in the Borough, which property is identified on the tax maps of the Borough as Block 136.15, Lot 76 and Block 136.16, Lot 77, with a mailing address of 100 Baist Driver, Sayreville, NJ 08872 and upon which K-Land owns and manages the residential development commonly knowns and hereinafter referred to as Camelot at Town Lake. The Parties agree that Camelot at Town Lake is an appropriate comparison to Site I and Site II for purpose of establishing assessed value for Site I and Site II for the purpose of establishing the property taxation obligations of Site I and Site II. To that end, the Borough agrees that the assessed value for Site I and Site II shall be consistent with the assessed value of Camelot at Town Lake..

4.13 Incorporation of two (2) Affordable Units within Existing LaMer Development. The Parties agree that Developer's obligation to provide for required affordable units pursuant to this Agreement includes Developer's right to designate two (2) existing units within an existing development known as LaMer owned by Developer and/or controlled entity. To facilitate the incorporation of such additional affordable units, the Borough agrees that Developer shall be entitled to receipt of certificates of occupancy for the following two units within the LaMer development: (a) 140 Samuel Circle; and (b) 115 Check Avenue, both of which are within Block 140, Lot 10.101. The issuance of certificates of occupancy for the foregoing units shall be dependent upon Developer's compliance with applicable construction code provisions. Upon the issuance of certificates of occupancy for the foregoing two (2) units, Developer shall designate two (2) units within LaMer for designation as affordable units and shall record the necessary Deed Restrictions to establish the requisite affordability controls. The two (2) affordable units to be designated within LaMer shall be at Developer's discretion subject to the requirement that the twenty (20) affordable housing units required by this Agreement shall comply with the bedroom distribution requirements established by N.J.A.C. 5:80-26.3.

ARTICLE V – OBLIGATIONS OF THE PLANNING BOARD.

5.1 After the Borough introduces the Rezoning Ordinance and refers the ordinance to the Board for comment and a Master Plan consistency review, the Planning Board shall (a) entertain a resolution authorizing the execution of this agreement, (b) entertain an amendment to

the Borough's Master Plan that would render the ordinance consistent with the Master Plan; and (c) refer the ordinance back to the Borough for a hearing.

5.2 Obligation to Process Developer's Development Applications with Reasonable Diligence. The Planning Board shall expedite the processing of Developer's application, development applications following Court approval of this Agreement following a duly noticed Fairness Hearing in accordance with N.J.A.C. 5:93-10.1(a) and within the time limits imposed by the MLUL. In the event of any appeal of the Court approval of this Agreement, the Board shall process and take action on any development application by Developer for the Property which decision may be conditioned upon the outcome of any pending appeal. If necessary, the Planning Board shall schedule special meetings to process Developer's applications provided that Developer shall be responsible for such costs as the Borough may incur in conjunction with such meetings.

5.3 Obligation to Refrain From Imposing Cost Generative Features. The Planning Board recognizes that as inclusionary developments, within the meaning of the Mount Laurel doctrine, Site I and Site II are entitled to certain relief from otherwise applicable Borough ordinances and/or regulations. That means that K-Land may apply for a waiver or bulk variance from any standard imposed by the Borough's Land Use and Development Ordinance, as applicable, and a de minimus exception from the Residential Site Improvement Standards ("RSIS"), and that the standards set forth in the MLUL shall determine if K-Land is entitled to this relief if the standard is cost-generative as defined by the law. Further, beyond variance and/or waiver relief to which K-Land may be entitled to, the Parties acknowledge that the development of Site I and Site II shall be exempt from the provisions of Chapter 30, Tree Conservation and Reforestation, of the Borough's Zoning Code.

5.4 ARTICLE VI – MUTUAL OBLIGATIONS

6.1 Obligations Regarding Master's Costs. Except as set forth herein, each Party shall be responsible for its own costs and expenses associated with seeking Court approval for and implementing this Agreement. The foregoing provision shall not be construed to preclude joint representation of Borough and Planning Board in any litigation or other proceeding.

6.2 Obligation To Comply with State Regulations. The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Inclusionary Development or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

6.3 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this Agreement by the Court, the Approvals, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

6.4 Defense of Agreement. Each Party exclusively shall be responsible for all costs which they may incur in obtaining Court approval of this Agreement and any appeal therefrom, or from obtaining Development Approvals or the approval of the Affordable Housing Plan or any part thereof. The Parties shall diligently defend any such challenge.

6.6 Notices. Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. 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 K-Land: K-LAND CORP.
Jason Kaplan
Bret Kaplan, Esquire
433 River Road
Highland Park, NJ 08904

Richard J. Hoff, Jr., Esquire
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033
rhoff@bisgaierhoff.com

To the Borough: Theresa A. Farbaniec
Borough Clerk
Borough of Sayreville
167 Main Street, Sayreville, NJ 08872
Terry@sayreville.com

WITH COPIES TO:

AND TO: Jeffrey R. Surenian and Associates, LLC
Attention: Jeffrey R. Surenian, Esq.
707 Union Avenue, Suite 301
Brielle, NJ 08730
Fax: (732) 612-3101
JRS@Surenian.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE VII - MISCELLANEOUS

7.1 Severability. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions 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.

7.2 Successors Bound. The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors and assigns, as herein set forth.

7.3 Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

7.4 No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

7.5 Effect of Counterparts. This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

7.6 Voluntary Agreement. 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.

7.7 Interpretation. 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: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

7.8 Necessity of Required Approvals. The Parties recognize that the site plans required to implement the Inclusionary Development provided in this Agreement, and such other actions as may be required of the Planning Board or Borough under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board and the Borough Council, as appropriate, and in accordance with the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law, however, in accordance with procedures established by law, the Planning Board's judgment must not be arbitrary, capricious, or unreasonable in its consideration of the application. Similarly, nothing herein is intended to

preclude Developer from appealing any denials of or conditions imposed by the Planning Board in accordance with the MLUL or, subject to Paragraph 3.5, taking any other action permitted by law.

7.9 Schedules. 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.

7.10 Entire Agreement. 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.

7.11 Conflict of Interest. No member, official or employee of the Borough or the Planning Board 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.

7.12 Effective Date. Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

7.13 Waiver. The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

7.14 Captions. The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

7.15 Default. In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

7.16 Notice of Actions. The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened

or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

7.17 Construction, Resolution of Disputes. This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Middlesex County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.


7.18 Conflicts. The Parties acknowledge that this Agreement cannot be affected by the Compliance Action or any amendments to the Borough's Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the Property. Upon the entry of a Judgment of Compliance and Repose in the Borough's Compliance Action, and after the Compliance Action is concluded, the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Approvals and this Agreement, the Approvals shall control. Any expenses of the master to resolve conflicts that may arise subsequent to the entry of this Agreement shall be split evenly between The Borough and Developer.

7.19 Recitals. The recitals of this Agreement are incorporated herein and made a part hereof.

THE REMAINDER OF THIS PAGE IS PURPOSEFULLY BLANK

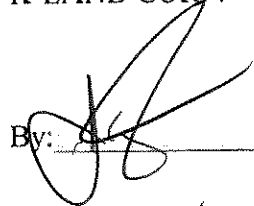
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Attest:



Print Name: Beth Kaplan

K-LAND CORP.

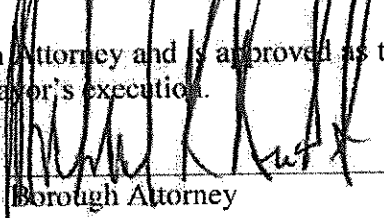
By: 

Print Name: J. Adam Kaplan

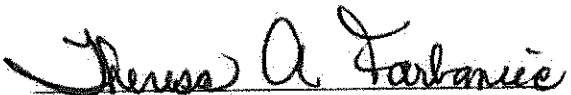
Date: June 27, 2018

This Agreement has been reviewed by the Borough Attorney and is approved as to form and the agreement satisfies all legal requirements for the Mayor's execution.

6/14/18
Date

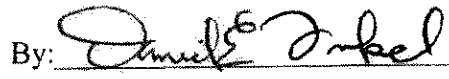

Borough Attorney

Attest:



Print Name: **THERESA A. FARBANIEC, RMC
MUNICIPAL CLERK**

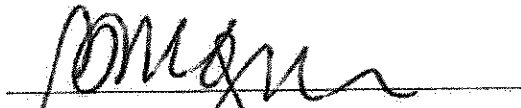
BOROUGH OF SAYREVILLE,
A Municipal Corporation of the
State of New Jersey

By: 

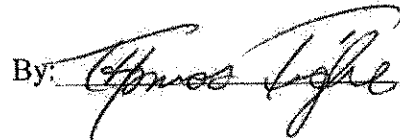
Print Name: Daniel E. Frankel
Business Administrator

Date: June 13, 2018

THE PLANNING OF THE BOROUGH OF
SAYREVILLE,



Print Name: Bern MAGIANIS

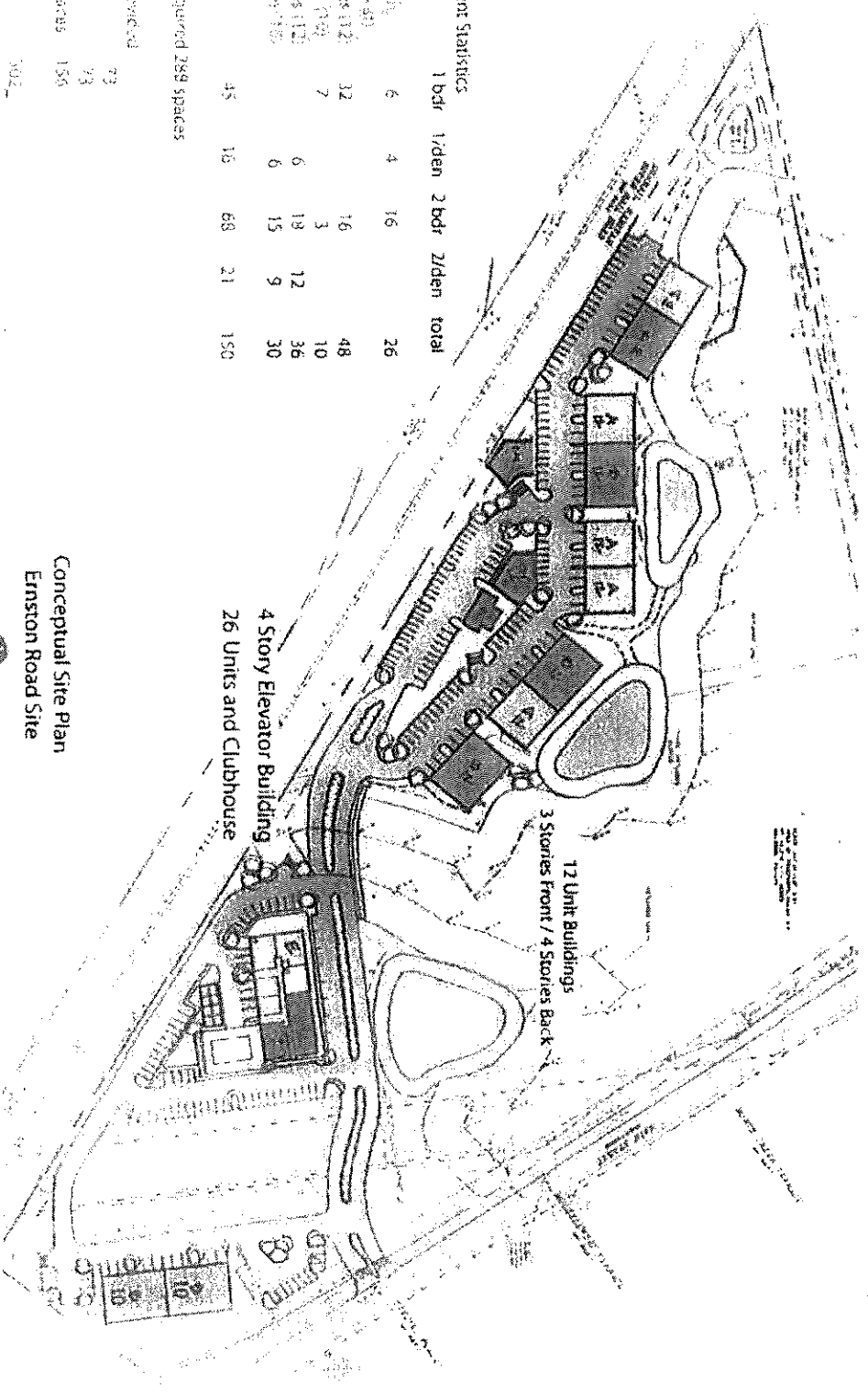
By: 

Print Name: Thomas Tighe
Chairman

Date: 6/13, 2018

EXHIBIT A

CONCEPT SITE PLANS AND ELEVATIONS FOR INCLUSIONARY DEVELOPMENT



Development Statistics

	1 bdr	1/den	2 bdr	2/den	total
12 stories (100)	6	4	16		26
4 stories (12)	32		16		48
2 stories (12)	7		3		10
3 stories (12)	6	6	19	12	36
3 stories (12)	6	6	15	9	30
Total	45	16	68	21	150

Parking Required 289 spaces

Parking Provided
 Carport 73
 Driveway 73
 Surface Spaces 156

Total 302

**Conceptual Site Plan
 Ernst Road Site**

CAMELOT II
 21 Sayreville

WAYNE S. LUCAS
 ARCHITECTURAL SERVICES
 15201 UNIVERSITY BLVD
 HOUSTON, TX 77057



EXHIBIT B

REZONING ORDINANCES

- (c) Garages and off-street parking facilities
 - (d) Uses customary and incidental to the principal use
4. The following bulk standards shall apply:
- (a) Minimum Lot Area: 11 acres
 - (b) Minimum Building Setback:
 - i. From Main Street: 90 feet
 - ii. From eastern lot line: 100 feet
 - iii. From southern lot line: 40 feet
 - iv. From western lot line: 20 feet
 - (c) Minimum Distance Between Buildings:
 - i. Front to front: 60 feet
 - ii. Front to rear or end: 72 feet
 - iii. Rear to rear or end: 72 feet
 - iv. End to end: 25 feet
 - (d) Minimum Parking Setback:
 - i. The minimum distance to off-street parking spaces from buildings shall be 15 feet. Driveways located in front of garages do not require a setback.
 - ii. The minimum distance to off-street parking areas from the Main Street ROW shall be 25 feet.
 - (e) The minimum distance from buildings less than thirty-five (35) feet in height to off-street parking spaces shall be twelve (12) feet. (Note: Does not apply to garages and driveway parking). The minimum distance from buildings equal to or greater than thirty five (35) feet in height to off-street parking spaces shall be 15 feet. Driveways adjacent to garages shall be a minimum of 20 feet in length.
 - (f) Maximum Building Height: 4 stories / 56 feet
 - (g) Minimum Roof Pitch shall be 5 on 12
 - (h) Maximum Building Coverage: 25%
 - (i) Maximum Impervious Coverage: 65%
5. Minimum Off-Street Parking: Parking shall comply with RSIS
6. Maximum Density: 168 dwelling units. A minimum of 10 units shall be affordable units. An additional 10 units may be permitted, however, in no instance shall more than 318 units be permitted on both Camelot I and Camelot II Developments.

7. Affordable Housing

- (a) The development of all affordable units shall comply with the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et. seq. or any successor legislation.
- (b) A minimum of 50% of all affordable units shall be affordable to very-low and low-income households. All other affordable units shall be affordable to moderate-income households.
- (c) A minimum of 13% of all affordable units will be affordable to very-low income households.
- (d) All aspects of the affordable housing component of the tract, including but not limited to monitoring, advertisement, eligibility, controls, and restrictions, shall be in conformance with the Borough's affordable housing ordinance, found in Chapter 35 of the Borough's Revised General Code.

8. Additional Standards

- (a) The development shall include recreational facilities for use by the residents of the entire tract.
- (b) A landscaped boulevard entrance to the site is required off Main Street. A secondary entrance off Main Street is permitted, subject to appropriate approvals.
- (c) Existing water features may be modified. However, the water feature shall be enhanced and maintained as an additional amenity and potentially function as a retention basin.
- (d) No building shall exceed 170 feet in length.
- (e) Basement dwellings are prohibited.

9. Design Standards

Any deviation from the following standards shall trigger waiver relief.

(a) Buffers

- i. To the extent feasible, (e.g. limitation within easements), a minimum 10 foot wide landscape buffer shall be provided along the perimeter lot lines/easements, closest to residential structures.
- ii. The buffer areas shall be planted with evergreen trees and other vegetation to provide optimal year-round screening.
- iii. Evergreen plantings shall be a minimum of six (6) feet in height at the time of planting. No buildings, signs, structures, storage of materials, roadways or parking shall be permitted within the buffer areas, with the exception of access roads into the development and freestanding signage, in accordance with this section.

(b) Signage

- i. The provisions of §26-89, entitled "Signs," shall govern any provisions regarding signage not addressed herein. Where there is conflict between §26-89 and this ordinance, this ordinance shall take precedence.
- ii. One (1) freestanding sign is permitted at the main entrance to the development. The sign shall not exceed 32 square feet per side and four (4) feet in height. This sign may or may not be illuminated.
- iii. The freestanding sign shall be setback a minimum of 10 feet from the lot line.

(c) Landscaping

- i. Any landscaping which, within 2 years of planting dies for any reason, shall be replaced by the developer(s) at their expense by way of written agreement.
- ii. A minimum of 1 tree per 10 surface parking spaces shall be provided.
- iii. All areas not occupied by buildings, roadways, parking areas, patios, walkways, and/or any other impervious surface shall be adequately landscaped. Landscaping may include grass.
- iv. No landscaping at any location shall interfere with site triangles.

(d) Street Trees

- i. Street trees shall be required as detailed in Section 26-97,2c of the Borough Land Development Ordinance

(e) Exterior Lighting

- i. Exterior lighting fixtures shall not create excessive glare or light levels or direct light onto neighboring buildings or properties.
- ii. Parking lot lights shall be LED and be provided at height not to exceed 22 feet.

(f) Circulation

- i. The development of the tract shall take into consideration both the vehicular and pedestrian movement of the site in accordance with RSIS standards.
- ii. Sidewalks shall have a minimum clearance of 4 feet in width. Sidewalk clearance must not be less than the minimum levels set by the Americans with Disabilities Act.

(g) Utilities

- i. Utilities shall be as visually unobtrusive as possible.
- ii. Meters and access panels shall be integrated with street and building design.

iii. Transformers and primary and back-up generators shall be screened.

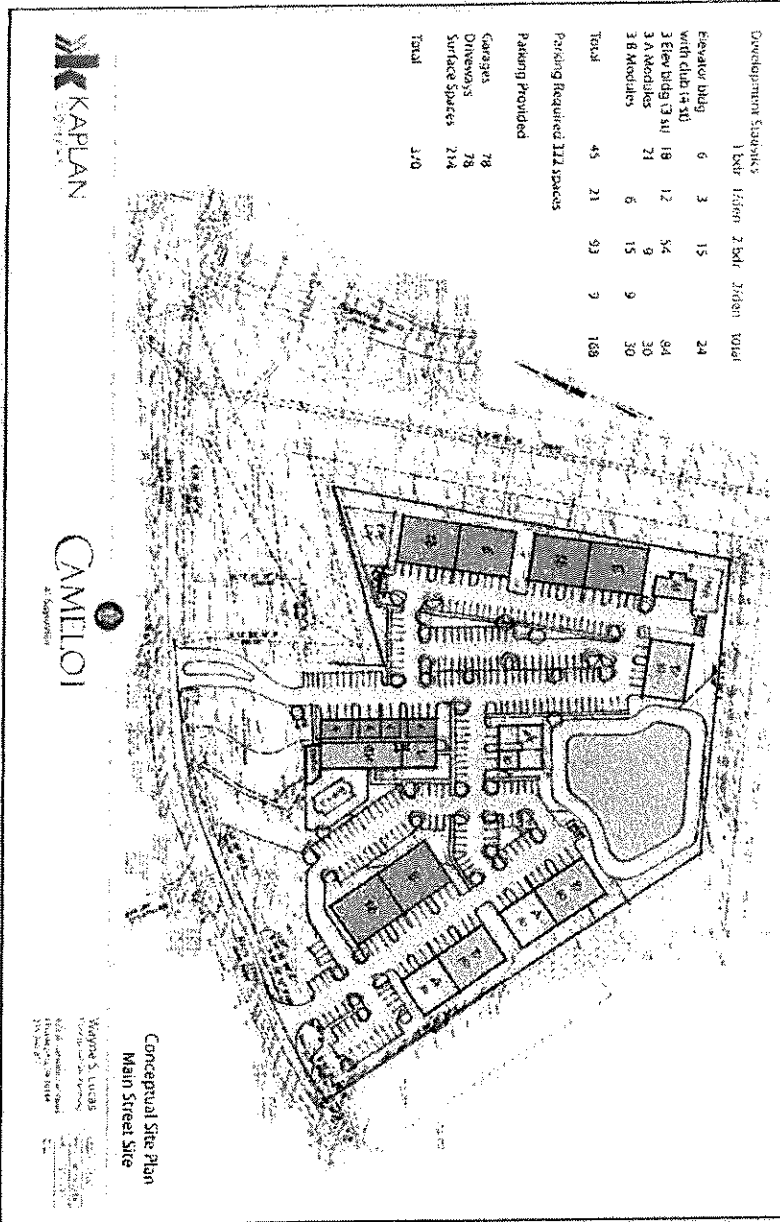
(h) Refuse and Recycling

i. For affordable multi-family construction:

- (1) No refuse and recycling storage and collection areas shall be permitted between the front of a building and the street.
- (2) All outside refuse and recycling storage areas shall conform to the perimeter setbacks as established herein.
- (3) Outdoor refuse and recycling containers shall be screened with a durable enclosure, so as to not be visible by public rights-of-way or adjacent properties. Landscaping and/or fencing may be used as additional screening measures.
- (4) Refuse and recycling areas shall be designed to appropriately contain all refuse generated on site.
- (5) There shall be clear and unobstructed access to all refuse and recycling areas for collection vehicles.

10. Section 26-81.2 Zoning Map of Chapter XXVI Land Development of the Revised General Ordinances of the Borough of Sayreville is hereby amended and superseded to include the AH-1 Affordable Housing 1 Zone as follows:

(a) Block 136.16 Lots 30.05 and 30.06



Subsection 3.1b- **AH-2 Affordable Housing 2 Zone (Camelot II)**

1. The purpose of the AH-2 Affordable Housing 2 Zone, which applies to Block 347.01 Lot 3.01 and Block 366.01 Lot 1, is to provide areas within the Borough designed for multi-family housing, including family affordable housing. The intent of this zone is to be developed as a comprehensive development. Should any other section of the Borough's Land Development Ordinance (Chapter 26 of the Borough's Revised General Code) contradict with the standards herein, this ordinance section shall take precedence.

The development of the AH-2 Zone shall be substantially consistent with the attached concept plan, dated May 15, 2018.

This ordinance supersedes the Court Ordered Rezoning of this area.

2. Principal Permitted Uses
 - (a) Multi-family dwellings
3. Permitted Accessory Uses
 - (a) Private parks and playgrounds
 - (b) Private recreation buildings and facilities
 - (c) Garages and off-street parking facilities
 - (d) Uses customary and incidental to the principal use
4. The following bulk standards shall apply:
 - (a) Minimum Lot Area: 20 acres
 - (b) Minimum Building Setback:
 - i. From Main Street: 30 feet
 - ii. From perimeter lot lines: 20 feet
 - (c) Minimum Distance Between Buildings:
 - i. Front to front: 60 feet
 - ii. Front to rear or end: 72 feet
 - iii. Rear to rear or end: 72 feet
 - iv. End to end: 25 feet
 - (d) Minimum Parking Setback:
 - i. The minimum distance to off-street parking spaces from buildings shall be 15 feet. Driveways located in front of garages do not require a setback.
 - ii. Off-street parking shall not be located within the building setback along the eastern boundary of the property that shares a property line with Block 347.01 Lot 2.05.
 - (e) The minimum distance from buildings less than thirty-five (35) feet in height to off-street parking spaces shall be twelve (12) feet. (Note: Does not apply to garages and driveway parking). The minimum distance from buildings equal to

or greater than thirty five (35) feet in height to off-street parking spaces shall be 15 feet. Driveways adjacent to garages shall be a minimum of 20 feet in length.

- (f) Maximum Building Height: 4 stories / 56 feet
 - (g) Minimum roof pitch shall be 5 on 12
 - (h) Maximum Building Coverage: 25%
 - (i) Maximum Impervious Coverage: 65%
5. Minimum Off-Street Parking: Parking shall comply with RSIS
6. Maximum Density: 150 dwelling units. A minimum of 8 units shall be affordable. An additional 10 units may be permitted, however, in no instance shall more than 318 units be permitted on both Camelot I and Camelot II Developments.
7. Affordable Housing
- (a) The development of all affordable units shall comply with the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et. seq. or any successor legislation.
 - (b) A minimum of 50% of all affordable units shall be affordable to very-low and low-income households. All other affordable units shall be affordable to moderate-income households.
 - (c) A minimum of 13% of all affordable units will be affordable to very-low income households.
 - (d) All aspects of the affordable housing component of the tract, including but not limited to monitoring, advertisement, eligibility, controls, and restrictions, shall be in conformance with the Borough's affordable housing ordinance, found in Chapter 35 of the Borough's Revised General Code.
8. Additional Standards
- (a) The development shall include recreational facilities for use by the residents of the entire tract.
 - (b) A landscaped boulevard entrance to the site is required off Main Street. No other entrances are permitted unless an emergency access is required.
 - (c) The proposed retention basins shall be maintained as an additional amenity for the site.
 - (d) No building shall exceed 170 feet in length.
 - (e) Basement dwellings are prohibited.
9. Design Standards

Any deviation from the following standards shall trigger waiver relief.

(a) Buffers

- i. A minimum 10-foot wide landscape buffer shall be provided between the buildings/parking areas and Main Street as well as between the buildings/parking areas and the adjacent lot (Block 347.01 Lot 2.05).
- ii. The buffer areas shall be planted with evergreen trees and other vegetation to provide optimal year-round screening.
- iii. Evergreen plantings shall be a minimum of six (6) feet in height at the time of planting. No buildings, signs, structures, storage of materials, roadways or parking shall be permitted within the buffer areas, with the exception of access roads into the development and freestanding signage, in accordance this section.

(b) Signage

- i. The provisions of §26-89, entitled "Signs," shall govern any provisions regarding signage not addressed herein. Where there is conflict between §26-89 and this ordinance, this ordinance shall take precedence.
- ii. One (1) freestanding sign is permitted at the main entrance to the development. The sign shall not exceed 32 square feet per side and four (4) feet in height. This sign may or may not be illuminated.
- iii. The freestanding sign shall be setback a minimum of 10 feet from the lot line.

(c) Landscaping

- i. Any landscaping which, within 2 years of planting dies for any reason, shall be replaced by the developer(s) at their expense by way of written agreement.
- ii. A minimum of 1 tree per 10 surface parking spaces shall be provided.
- iii. All areas not occupied by buildings, roadways, parking areas, patios, walkways, and/or any other impervious surface shall be adequately landscaped. Landscaping includes grass.
- iv. No landscaping at any location shall interfere with site triangles.

(d) Street Trees

- i. Street trees shall be required as detailed in Section 26-97,2c of the Borough Land Development Ordinance

(e) Exterior Lighting

- i. Exterior lighting fixtures shall not create excessive glare or light levels or direct light onto neighboring buildings or properties.
- ii. Parking lot lights shall be LED and provided at a height not to exceed 22 feet.

(f) Circulation

- i. The development of the tract shall take into consideration both the vehicular and pedestrian movement of the site in accordance with RSIS standards.
- ii. Sidewalks shall have a minimum clearance of 4 feet in width. Sidewalk clearance must not be less than the minimum levels set by the Americans with Disabilities Act.

(g) Utilities

- i. Utilities shall be as visually unobtrusive as possible.
- ii. Meters and access panels shall be integrated with street and building design.
- iii. Transformers and primary and back-up generators shall be screened.

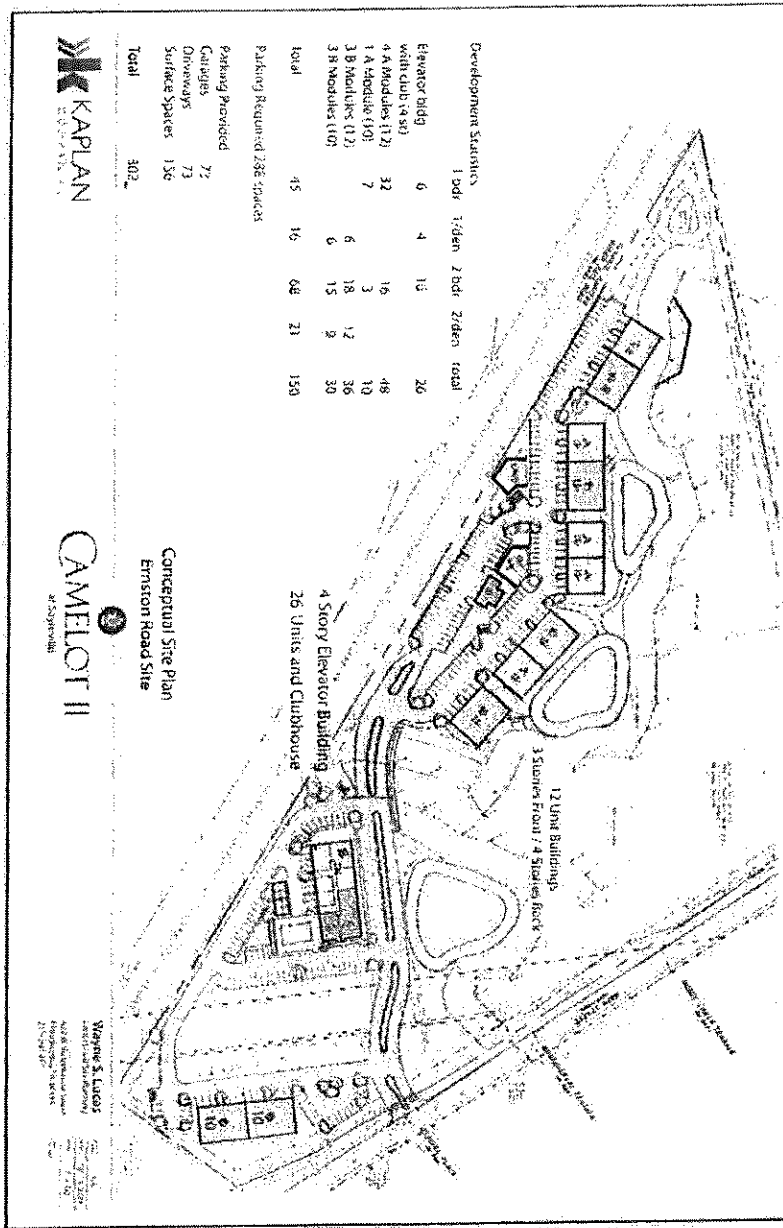
(h) Refuse and Recycling

- i. For affordable multi-family construction:
 - 1. No refuse and recycling storage and collection areas shall be permitted between the front of a building and the street.
 - 2. All outside refuse and recycling storage areas shall conform to the perimeter setbacks as established herein.
 - 3. Outdoor refuse and recycling containers shall be screened with a durable enclosure, so as to not be visible by public rights-of-way or adjacent properties. Landscaping and/or fencing may be used as additional screening measures.
 - 4. Refuse and recycling areas shall be designed to appropriately contain all refuse generated on site.
 - 5. There shall be clear and unobstructed access to all refuse and recycling areas for collection vehicles.

10. Section 26-81.2 Zoning Map of Chapter XXVI Land Development of the Revised General Ordinances of the Borough of Sayreville is hereby amended and superseded to include the AH-2 Affordable Housing 2 Zone as follows:

(a) Block 347.01 Lot 3.01 and Block 366.01 Lot 1

K-land 5-29-18-Introduction



Effective Date

This ordinance shall take effect immediately upon final passage and publication as required by law and upon receipt of an Order from the Superior Court of New Jersey approving of the Settlement Agreement, dated May , 2018 between the Borough of Sayreville, the Planning Board of the Borough of Sayreville and K-Land in the litigation In re Borough of Sayreville, Docket No. MIDL-4010-15.

BOROUGH OF SAYREVILLE
MIDDLESEX COUNTY, NEW JERSEY

ORDINANCE 413-18

AN ORDINANCE OF THE BOROUGH OF SAYREVILLE AMENDING AND SUPPLEMENTING ARTICLE III, OF CHAPTER XXVI LAND DEVELOPMENT, OF THE CODE OF THE BOROUGH OF SAYREVILLE TO ESTABLISH NEW AFFORDABLE HOUSING DISTRICTS (AH-1, AH-2) AND TO SET FORTH THE STANDARDS AND CRITERIA APPLICABLE THERETO

WHEREAS, the Borough Council of the Borough of Sayreville desires to create a realistic opportunity for the creation of affordable housing within the Borough; and

WHEREAS, the Borough Council has determined that certain lands comprised of 12.5 acres within the proposed AH-1 Zone commonly referred to as Block 136.16 Lots 30.05 and 30.06; and 25.4 acres within the proposed AH-2 Zone commonly referred to as Block 347.01 Lot 3.01 and Block 366.01 Lot 1; are suited for inclusionary development; and

WHEREAS, the Borough has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

WHEREAS, the Borough wishes to foster development that provides an affordable housing set aside.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Sayreville in the County of Middlesex and the State of New Jersey as follows:

Section 26-84, SUPPLEMENTAL ZONING REGULATIONS, of Chapter XXVI, LAND DEVELOPMENT, of the revised General Ordinances of the Borough of Sayreville, is hereby amended to delete Section 26-84.3.1 in its entirety and replace Section 26-84.3.1 with the following:

Subsection 3.1a- AH-1 Affordable Housing 1 Zone (Camelot I)

1. The purpose of the AH-1 Affordable Housing 1 Zone, which applies to Block 136.16 Lots 30.05 and 30.06, is to provide areas within the Borough designed for multi-family housing, including family affordable housing. The intent of this zone is to be developed as a comprehensive development. Should any other section of the Borough's Land Development Ordinance (Chapter 26 of the Borough's Revised General Code) contradict with the standards herein, this ordinance section shall take precedence.

The development of the AH-1 Zone shall be substantially consistent with the attached concept plan, dated May 15, 2018.

This ordinance supersedes the Court Ordered Rezoning of this area.

2. Principal Permitted Uses
 - (a) Multi-family dwellings
3. Permitted Accessory Uses
 - (a) Private parks and playgrounds
 - (b) Private recreation buildings and facilities

/s/ Pasquale Lembo, Councilman
(Planning & Zoning Committee)

ATTEST:

APPROVED:

Theresa A. Farbaniec, RMC
Municipal Clerk

Kennedy O'Brien
Mayor

APPROVED AS TO FORM:

/s/ Michael DuPont, Esq.
Borough Attorney

I, Theresa A. Farbaniec, Municipal Clerk of the Borough of Sayreville, do hereby certify that the foregoing is a true copy of an ordinance that was introduced at a Regular Meeting of the Mayor and Borough Council held on the 29th day of May 2018 and scheduled for public hearing on June 25, 2018.

Theresa A. Farbaniec
Municipal Clerk