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April 11, 2024

Deborah A. Plaia, Esquire
30 Bancroft Lane
Hainesport, New Jersey 08036

Via: Regular and Electronic Mail- daplaia@yahoo.com

**Re: Longbridge Estates
Block 100, Lot 8.03 & part of 8.02
Hainesport Township, Burlington County**

Dear Ms. Plaia,

As you know, I represent R&M Development, LLC, the developer of the residential project referenced above. Yesterday, I became aware of your correspondence of April 8, 2024 directed to the Hainesport Township Committee. That correspondence stated your opposition to a Resolution to be considered by the Committee. The Resolution would authorize my client to make an application to the Hainesport Joint Land Use Board for an amended major subdivision approval incorporating a stormwater pipe and outfall on Township-owned lands. Notwithstanding your prior correspondence with me, and therefore your awareness that I represent R&M Development, LLC, you did not copy me on your correspondence to the Committee. Nor did you make me aware that you would appear before the Committee in opposition to the Resolution at their April 8, 2024 meeting.

Your July 25, 2022 and July 26, 2022 letters and emails to me made me aware for the first time of the obligations of my client under a Stipulation of Settlement entered in *Creekview HOA v. R & M Development* BUR-L-1927-21. Your present position in opposition to my client's effort to comply with the express terms of that Settlement by routing the stormwater from the proposed development over Township-owned lands ignores your personal and professional obligations under that same Settlement. Your 2022 correspondence asserted that you are a member of the Creekview HOA, and therefore have standing to compel compliance with the terms of the referenced Stipulation of Settlement. As a member of the HOA, you were certainly an intended beneficiary of the Settlement and, through your direct participation in the litigation

Plaia Cease and Desist
Longbridge Estates
Hainesport
April 11, 2024

which led to the Settlement (as also asserted in your 2022 correspondence), you acquiesced in the assertion of your interests in that litigation through the HOA. Your correspondence has further asserted that the HOA “takes your advice” and that you worked with John Novak, Esquire in the Creekview HOA’s litigation against my client which led to the Settlement. So, as an individual, and as an attorney, if indeed you served in that capacity in the HOA’s litigation with my client, you are bound to the terms of the Settlement.

You are obliged under the Settlement to cease your opposition to my client’s efforts to obtain the easement from Hainesport Township for a stormwater pipe and outfall that were explicitly agreed in the Settlement. Should you fail to do so promptly, my client will likely instruct me to file a motion to enforce litigant’s rights seeking an Order compelling your compliance with the Settlement. Kindly copy me on your letter to the Hainesport Township Committee withdrawing your opposition to the requested stormwater easement on Township lands.

If you persist in your opposition to my client’s request to the Committee, notwithstanding the Settlement and this letter, be advised that my client will seek attorney’s fees for its prosecution of any motion to compel compliance with the Settlement, and will also likely pursue its claims for damages from you under both contract and tort theories of liability.

I commend to you also, as worthy of re-reading, RPC’s 3.1, 3.4(a), 3.4(c), 3.9, 4.1 and especially 4.4. Hopefully, your review of our professional obligations will inform what you do next.

Very Truly Yours,

A handwritten signature in black ink that reads "David C. Frank". The signature is written in a cursive, slightly slanted style.

David C. Frank, Esq.

cc: R & M Development, LLC
John Gillespie, Esq.