

Deborah A. Plaia, Esq.

ATTORNEY-AT-LAW

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July 25, 2022

David C. Frank, Esq.
Attorney At Law
126 Gilbert Road
Bordentown, NJ 08505

Re: R&M Development, Notice of Hearing

Subject: Creekview HOA v. R&M Development
Docket No.: BUR-L-1927-21

Dear Mr. Frank:

I am a resident of the Creekview development and a member of the Homeowner's Association. As you may be aware, your client and Diamantis Children's Trust were sued by Creekview HOA. They were represented in that litigation by Kyle Eingorn of Dembo, Brown & Burns. Creekview was represented by John Novak, Esq. of The Law Offices of John J. Novak, P.C. I assisted Mr. Novak in that litigation.

Kindly be advised, your client is in breach of the Stipulation of Settlement filed on March 9, 2022.

The litigation was resolved by way of a Stipulation of Settlement which I have attached for your convenience. I refer you to paragraph 6 which states:

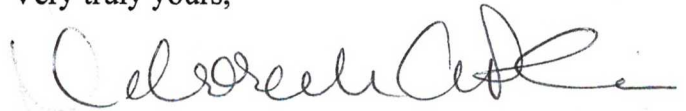
6. In addition, to any statutory service requirements, the Applicants agree to provide the Plaintiff with copies of all documents provided to JLUB and/or the Township in support of an application for amended site plan approval. Applicants will serve said documents upon Plaintiff's counsel **SIMULTANEOUSLY** with any submission to the JLUB and/or Township;

I work with Mr. Novak on a number of cases and speak with him on almost a daily basis. Mr. Novak did not mention to me receipt of any documents from R&M. Consequently, upon receiving your Notice, in an abundance of caution, I called Mr. Novak. He confirmed that he was not provided with a copy of any documents from R&M.

I anticipate that you will advise your client that they were to provide Mr. Novak and Creekview HOA with copies of the documents which were provided to the JLUB. I also anticipate that the hearing will be postponed in order that Creekview HOA can confer with Mr. Novak and determine if it is necessary to engage an engineer to review your documents and if it is necessary to retain Mr. Novak for legal services.

I note that your Notice has an error in it. The previously granted approval for the Applications for Preliminary and Final Major Subdivision were based on an easement which Diamantis and his lawyer Igor Sturm, Esq. claimed existed. I disputed that claim multiple times prior to the filing of the Action in Lieu of Prerogative Writs. The alleged easement was between lots 12 and 13 of Block 100.07 more commonly known as 7 and 9 Wharton Place. There is no Marlton Place in Creekview. Thank you.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Deborah A. Plaia', with a stylized flourish at the end.

Deborah A. Plaia, Esq.

Enclosure

cc: Alex DeAngelis, President, Creekview HOA
John J. Novak, Esq.
John Gillespie, Esq.
Hainesport Joint Land Use Board

NOTICE OF HEARING
HAINESPORT TOWNSHIP
JOINT LAND USE BOARD

In compliance with the Zoning Ordinance of Hainesport Township, Burlington County, New Jersey, and N.J.S.A. 40:55D-1 *et seq.*, notice is hereby given that a hearing will be held by the Hainesport Township Joint Land Use Board on the application of R&M Development, LLC seeking Amended Final Major Subdivision approval concerning development of 41 age restricted residential lots and one basin lot at a property located at 60 Bancroft Lane, and known as Block 100 Lot 8 and part of Lot 8.02 on the Official Tax Map of the Township of Hainesport.

The Board previously granted final major subdivision approval to allow the proposed development by way of Resolution 2021-14. The present application seeks to amend the Board's previous approval to permit installation of a pipe and outfall structure to convey stormwater from the previously approved basin on proposed new lot 12 of Block 100, across adjoining Lots 9 and 10 of Block 100 via an easement to be created for that purpose, and thence to the Rancocas Creek. The Board's previous approval contemplated conveyance of stormwater from the basin via an easement on adjoining Lots 12 and 13 of Block 100.07 to the stormwater piping in the Marlton Place cul de sac, and thence to a basin maintained by the Creekview Community Association. Under the amended plans, no stormwater will be directed from the proposed basin in the proposed new development toward any property within the Creekview development. The subject property lies in Hainesport's Senior Citizen Residential Zone District in which the proposed age restricted lots are permitted as of right. The applicant will request any waivers, design exceptions or variances the Board deems necessary for approval of the submitted plans.

Anyone affected by this application may have an opportunity to be heard at a meeting of the Hainesport Township Joint Land Use Board to be held on August 3, 2022 at 7:00 p.m., at the Hainesport Township Municipal Building, 1 Hainesport Centre, Hainesport, New Jersey 08036.

All documents relating to this application are on file and may be inspected by the public during normal business hours Monday through Friday, in the office of the Hainesport Township Municipal Building, 1 Hainesport Centre, Hainesport, New Jersey 08036.

R&M Development, LLC
By: David C. Frank, Attorney for Applicant

DEMBO, BROWN & BURNS LLP

By: Kyle F. Eingorn, Esquire

NJSC ID# 034382010

1300 Route 73, Suite 205

Mt. Laurel, New Jersey 08054

(856) 354-8866

keingorn@dbblegal.com

ATTORNEYS FOR DEFENDANTS, R&M DEVELOPMENT, LLC AND
DIAMANTIS CHILDREN'S TRUST

CREEKVIEW AND LAKESIDE AT
CREEKVIEW COMMUNITY
ASSOCIATION, INC.,

Plaintiff,

v.

HAINESPORT TOWNSHIP;
HAINESPORT TOWNSHIP JOINT
LAND USE BOARD; R&M
DEVELOPMENT, LLC; DIAMANTIS
CHILDREN'S TRUST; JOHN DOES 1-
10; JANE DOES 1-10; AND ABC CORPS.
1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
BURLINGTON COUNTY
LAW DIVISION

Docket No. BUR-L-1927-21

Civil Action

**STIPULATION OF SETTLEMENT
AND DISMISSAL**

THIS STIPULATION OF SETTLEMENT (the "Stipulation") is entered into by and between: Plaintiff, Creekview And Lakeside At Creekview Community Association, Inc.'s (the "Plaintiff") and Defendants, R&M Development, LLC ("R&M"), Diamantis Children's Trust ("Diamnatis" and with R&M, the "Applicants"), Hainesport Township (the "Township") and Hainesport Township Joint Land Use Board (the "JLUB" and with the Applicants, the Township and the Plaintiff, the "Parties"):

WHEREAS, Plaintiff brought this action seeking a determination that the Applicants did not have the right to use a "30' Wide Sanitary Sewer & Storm Sewer Easement" (the "Easement") shown on the Final Plan of Lots Section 3 Creekview, Township of Hainesport, Burlington County,

New Jersey, recorded May 18, 2001, Map Documents Number 3517424 to connect its proposed stormwater management, in the event of a 100-year storm, into the Plaintiff's stormwater sewer system, which runs into the Plaintiff's pond;

WHEREAS, the Plaintiff further brought this action challenge the determinations of the JLUB, as memorialized in Resolution No. 2021-14 (the "Resolution") as it relates to the Applicants' proposed use of the Easement for stormwater management in the event of a 100-year storm;

WHEREAS, the Parties have decided to resolve their differences and claims against each other which did exist or may have existed in the instant matter.

NOW THEREFORE, in consideration of the representations and covenants provided herein and for good and valuable consideration, the sufficiency which is hereby acknowledged, the parties agree as follows:

1. The matter in difference in the above-entitled action having been amicably adjusted between the Parties, it is hereby stipulated and agreed that the same be and it is hereby dismissed with prejudice and without costs against any parties pursuant to the terms that follow;

2. The Applicants, and its successors and assigns, acknowledge and agree that they will take no further action to use the Easement to connect its stormwater management systems to Plaintiff's Pond; however, Applicant, and its successors and assigns, shall have the right to use its previously constructed sanitary sewer connection, through the manhole, which exists on Applicants' Property. Plaintiff does not acknowledge that there was or is a stormwater easement on its Property;

3. Other than the issues related to the discharge of stormwater onto Plaintiff's Property, all of the approvals and waivers granted by the JLUB to the Applicants in the Resolution remain in full force and effect, subject to any conditions contained therein;

4. The Applicants agree to re-engineer the stormwater discharge plans to address a storm event exceeding the 100-year storm, via an easement to be negotiated between the Applicants and the Township and/or to be retained on the Applicants' Property, subject to the review of all designs and engineering by the Township and JLUB professionals and subject to any generally applicable bonding and maintenance obligations;

5. Applicants shall appear before the JLUB, to obtain amended site plan and appurtenant approvals, as it relates to the stormwater discharge arising from a weather event exceeding the 100-year storm, subject to this Order via a hearing pursuant to Whispering Woods v. Middletown Tp., 220 N.J.Super. 161 (Law Div. 1987);

6. In addition, to any statutory service requirements, the Applicants agree to provide the Plaintiff with copies of all documents provided to the JLUB and/or the Township in support of an application for amended site plan approval. Applicants will serve said documents upon Plaintiff's counsel simultaneously with any submission to the JLUB and/or Township; and

7. The Parties shall be deemed to have cooperated in the drafting and preparation of this Stipulation. Hence, any construction to be made of this Stipulation shall not be construed against any Party. This Stipulation may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Stipulation constitute an original signature.

8. Each Party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such with respect to its decision to enter into this Stipulation.

9. The Parties herein intending to be legally bound hereby agree to the terms and conditions set forth in this Stipulation of Settlement, as of the date last written below.

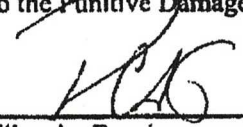
10. The filing of this Stipulation with the Superior Court of New Jersey shall conclude this action and all claims raised thereby and shall close the matter to the Court.

LAW OFFICES OF JOHN J. NOVAK, P.C. Counsel for the Plaintiff, Creekview and Lakeside at Creekview Community Assoc., Inc. 	DEMBO, BROWN & BURNS LLP Counsel for Defendants, R&M Development, LLC and Diamantis Children's Trust 
John J. Novak, Esquire	Kyle F. Eingorn, Esquire
PARKER McCAY, P.A. Counsel for Defendants, Hainesport Township and Hainesport Township Joint Land Use Board as to the Punitive Damages Claim 	MADDEN & MADDEN, PA Counsel for Defendants, Hainesport Township and Hainesport Township Joint Land Use Board
John C. Gillespie, Esquire	Matthew P. Madden, Esquire

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9. The Parties herein intending to be legally bound hereby agree to the terms and conditions set forth in this Stipulation of Settlement, as of the date last written below.

10. The filing of this Stipulation with the Superior Court of New Jersey shall conclude this action and all claims raised thereby and shall close the matter to the Court.

LAW OFFICES OF JOHN J. NOVAK, P.C. Counsel for the Plaintiff, Creekview and Lakeside at Creekview Community Assoc., Inc.	DEMBO, BROWN & BURNS LLP Counsel for Defendants, R&M Development, LLC and Diamantis Children's Trust
John, J. Novak, Esquire	Kyle F. Eingorn, Esquire
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 John C. Gillespie, Esquire	 3/4/2022 Matthew P. Madden, Esquire