

BOROUGH OF FREEHOLD
30 MECHANIC STREET
FREEHOLD, NEW JERSEY 07728

PB-SP-2023-006

LAND USE DEPARTMENT APPLICATION CHECKLIST

Applicant's Name: CT95-CT07 200 Park LLC & DT95-DT07 200 Park LLC

Trade Name: _____

Applicant's Address: 399 Monmouth Street, East Windsor, NJ 08520

Block: 117 **Lot(s):** 21 **Zone:** R-7 (Park & Main AH District per
Redevelopment Plan)

Name of Project: Proposed Multi-Family Building

The following must be submitted in order for your application to be deemed complete.

ITEMS TO BE SUBMITTED	PLANS	WAIVER		PLANS	WAIVER	
	COMPLY	N/A	REQUESTED	COMPLY	N/A	REQUESTED
1. Application for Zoning Certificate or Building Permit Denial from Zoning Officer	N/A					
2. Application for Planning Board	✓					
3. Site Plan Application	✓					
4. Site Plan (only folded plans will be accepted). *	✓					
5. Site Plan Detail Checklist - Completed	✓					
6. Fee Schedule with W-9 (Escrow & application fees must be in separate checks).	✓					
7. Tax Certification	✓					
8. Photograph of Existing Conditions	✓					
9. Affidavit of Service	To be filed before hearing date					
10. Exhibit List	✓					
11. List of Professionals To Testify	✓					
12. Signed Checklist	✓					

Eighteen (18) complete packages of the above information must be delivered to the Land Use Office to be considered complete. Please provide six (6) copies 24 x 36", and twelve (12) copies 11 x 17".

4/3/2023
Date _____

To Be Completed by Borough:

Date: _____

Donna M. Jennings, Esq.
Applicant or Agent
Donna M. Jennings, Esq. of Wilentz, Goldman & Spitzer, P.A.
on behalf of Applicant

Checked By: _____

BOROUGH OF FREEHOLD
30 MECHANIC STREET
FREEHOLD, NEW JERSEY 07728

LAND USE DEPARTMENT
PLANNING BOARD APPLICATION FORM

Please note: This application, with supporting documentation, must be filed with the Administrative Officer of the Land Use Department for review at least forty-five (45) days prior to the meeting at which the application is to be considered.

To Be Completed By Borough Staff Only.

Date Filed: <u>April 6 2023</u>	Application No. <u>PB-SP-2023-006</u>
Planning Board: _____	Application Fee: _____
Scheduled for Completeness: _____	_____
Scheduled for Hearing: _____	_____

1. SUBJECT PROPERTY (ATTACH PHOTO) :

Location:	<u>200 Park Avenue (NJSH Route 33) & West Main Street (CR 537)</u>		
Tax Map:	Page _____	Block _____	Lot(s) _____
	Page <u>48</u>	Block <u>117</u>	Lot(s) <u>21</u>
Dimensions:	Frontage <u>See Site Plan</u>	Depth <u>See Site Plan</u>	Total Area <u>1.47 Ac</u>
	For Reference	For Reference	

2. APPLICANT:

Name:	<u>CT95-CT07 200 Park LLC and DT95-DT07 200 Park LLC</u>
Corporate Name(s):	<u>Same as above</u>
Address:	<u>399 Monmouth Street, East Windsor, NJ 08520</u>
Telephone	<u>609-944-4050</u>

Applicant is a Corporation ☒ Partnership ☐ Individual ☐

Note: If the applicant is a corporation or limited liability company, the applicant must be represented by an attorney.

3. DISCLOSURE STATEMENT:

Pursuant to N.J.S. 40:55D-48.1, the names and addresses of all persons owning 10% of the stock in a corporate applicant or 10% interest in any partnership applicant must be disclosed. In accordance with N.J.S.40A:55D-48.2, that disclosure requirement applies to any corporation or partnership which owns more than 10% interest in the applicant followed up the chain of ownership until the names and addresses of the non-corporate stockholders and partners exceeding 10% ownership criterion have been disclosed.

NAME	ADDRESS	INTEREST
<i>Please see separate sheet</i>		

4. If the Owner(s) is other than the applicant, provide the following information on the Owner(s):

Owner's Name: Same As Applicant

Address: _____

Telephone No.: _____

If the owner of any portion of the subject premises is other than the applicant, you must have the owner consent to the application by signing Paragraph 27 below.

5. PROPERTY INFORMATION:

Restrictions, covenants, easements, Association by-laws, existing or proposed on the property:

Yes ☐ (Attach copies) No ☒ Proposed _____

Note: All deed restrictions, covenants, easements, Association by-laws, existing and proposed must be submitted for review and must be written in easily understandable English in order to be approved.

Present use of property:

Existing house of worship

Ownership Disclosure Statement

CT95-CT07 200 Park LLC is owned 100% by 70 East LLC

DT95-DT07 200 Park LLC is owned 100% by 70 East LLC

70 East LLC

- 34% by Lucky Kids LLC
- 33% by Carey Tajfel Family 2018 Trust, Carey Tajfel Trustee
- 33% by Carey Tajfel 1995 Trust, Carey Tajfel Trustee

Lucky Kids LLC

- 50% Carey Tajfel Family 2007 Trust, Carey Tajfel Trustee
- 50% Carey Tajfel Family 2018 Trust, Carey Tajfel Trustee

All addresses for the above are:

399 Monmouth Street

East Windsor, New Jersey 08520

6.	Applicant's Attorney:	<u>Donna M. Jennings, Esq. - Wilentz, Goldman, & Spitzer, P.A</u>	
	Address:	<u>90 Woodbridge Center Drive, Suite 900, Woodbridge, NJ 07095</u>	
	Telephone No.:	<u>732-856-6039</u>	Fax No.: <u>732-726-6560</u>
	Email:	<u>djennings@wilentz.com</u>	

7.	Applicant's Engineer:	<u>James E. Henry, PE, PP- Dynamic Engineering Consultants PC</u>	
	Address:	<u>1904 Main Street Lake Como NJ 07719</u>	
	Telephone No.	<u>732-974-0198</u>	Fax No.: <u>732-974-3521</u>
	Email:	<u>jhenry@dynamiccec.com</u>	

8.	Applicant's Planner:	<u>N/A</u>	
	Address:	<u></u>	
	Telephone No.:	<u></u>	Fax No: <u></u>
	Email:	<u></u>	

9.	Applicant's Traffic Engineer:	<u>Nick Verderese, PE - Dynamic Traffic, LLC</u>	
	Address:	<u>1904 Main St. Lake Como, NJ 07719</u>	
	Telephone No.	<u>732-681-0760</u>	Fax No. <u>732-974-3521</u>
	Email:	<u>nverderese@dynamictraffic.com</u>	

10.	List all other expert(s) submitting reports or testifying for the Applicant. Attach additional sheets as necessary:		
	Name:	<u>Steve Tietke - Sonnenfeld & Trocchia Architects, P.A.</u>	
	Field of Expertise:	<u>Architect</u>	
	Address:	<u>53 Main St., Holmdel, NJ 07733</u>	
	Telephone No.:	<u>732-946-7777</u>	Fax No.: <u></u>
	Email:	<u>stt@st-architects.com</u>	

11. Applicant represents a request for the following:

SUBDIVISION: The application does not include a proposed subdivision.

☐

Minor Subdivision Approval: Do you have knowledge of any previous subdivision applications affecting any portion of the subject premises?

Yes ☐ No ☒

Total area of Tract: _____

Area of each proposed lot: _____

☐

Subdivision Approval (Preliminary):

Total area of tract: _____

Total Area of Tract which is being subdivided: _____

Are there any current or contemplated easements or restrictions that affect or will affect any portion of the premises? If so, describe and attach copies of same.

☐

Subdivision Approval (Final):

Date of Preliminary Approval: _____

Number of Lots Proposed for Final Approval: _____

Does the final plat conform exactly to the preliminary plat in all details and areas covered? Yes: ☐ No: ☐ If not, indicate material changes or incongruities. If necessary, attach additional pages.

List all maps and other materials accompanying this application:

SITE PLAN:

☒

Preliminary Site Plan Approval (Phases, if applicable ☐)

☒

Final Site Plan Approval (Phases, if applicable ☐)

☐

Amendment or Revision to an Approved Site Plan:

Area to be disturbed: _____

Total number of dwelling units: _____

☐

Request for waiver from Site Plan Review and Approval. Reason for request:

☐

Informal Review (Planning Board only).

Appeal Decision of an Administrative officer,
(N.J.S.40:55D-70a.)

☐

Map or Ordinance Interpretation of Special Question,
(N.J.S.40:55D-70b).

☐

Variance Relief - Hardship (N.J.S.40:55D-70c(1)).

Variance Relief - Substantial Benefit (N.J.S.40:55D-70c(2)).

☐

Variance Relief - Use (N.J.S.40:55D-70D).

Conditional Use Approval (N.J.S.40:55D-67).

☐

Direct issuance of a permit for a structure in bed
of a mapped area, public drainage way or flood
control basin (N.J.S.40:55D-34).

NOTE: Appeals of decisions of Administrative Officers, use variances, and the direct issuance of permits are all matters to be heard by the Zoning Board of Adjustments only.

12. Section(s) of Ordinance from which a variance is requested:

N/A

13. Waivers Requested of Development Standards and/or Submission Requirements (attach additional pages as needed):

N/A

14. Attach a copy of the Notice to appear in the Asbury Park Press, the Borough's official newspaper, and to be mailed to the owners of all real property, as shown on the current tax duplicate, located within the State and within 200 ft. in all directions of the property which is the subject of this application. The Notice must specify the sections of the Ordinance from which relief is sought, if applicable. The publication and service on the affected owners must be accomplished at least ten (10) days prior to the date scheduled by the Administrative Officer for the hearing. An affidavit of service on all property owners and an affidavit of publication must be filed before the application will be complete and the hearing can proceed.

15. Explain in detail the exact nature of the application and the changes to be made at the premises, including the proposed use of the premises. (Attach pages as needed):

The scope of work includes demolishing the existing religious institution and constructing three stories of

residential units above a ground level parking area. Additional improvements include lighting, landscaping,

grading, walkways, parking, driveways, utilities, stormwater management facilities, etc.

16. Is a public water line available? ☒ Yes ☐ No

17. Is a public sanitary sewer available? ☒ Yes ☐ No

18. Does the application propose a well? ☐ Yes ☒ No

Does the application propose a septic system? ☐ Yes ☒ No

19. Have any proposed new lots been reviewed with the Tax Assessor to determine appropriate lot and block numbers? ☐ Yes ☐ No N/A - No proposed new lots.

20. Are any off-tract improvements required or proposed? ☐ Yes ☒ No

21. Is the subdivision to be filed by deed or plat? ☐ Yes ☐ No N/A - No proposed subdivision.

22. What form of security does the applicant propose to provide as performance and maintenance guarantees?

Cash or bond, or combination thereof

23. Other approvals which may be required & date plans submitted:

AGENCY	YES	NO	DATE	PLANS SUBMITTED
Manasquan Regional Sewer Authority		Pending		
Monmouth County Health Dept.		Pending		
Monmouth County Planning Bd.		Pending		
Freehold Soil Conservation District		Pending		
NJ Dept. of Environmental Protection		N/A		
Sewer Extension Permit		N/A		
Sanitary Sewer Connection Permit		N/A		
Stream Encroachment Permit		N/A		
Wetlands Permit		N/A		
Potable Water Construction Permit		N/A		
Other (Please note.)		N/A		

NJ Department of Transportation Please see enclosed NJDOT Letter of No Interest, dated 4/19/22

NJ Natural Gas Co. Please see enclosed Gas Will-Serve Letter, dated 02/26/2023

JCP&L Please see enclosed Electric Will-Serve Letter, dated 01/18/2023

Other (Please note.)

24. Certification from the Tax Collector that all taxes on the subject property are paid and current (see page 14 - complete only top portion of page). Enclosed please find completed copy of the Land Use Department Tax Certification Form

25. List all Maps, Reports, and other materials accompanying the application. (Attach additional pages as required for complete listing).

QUANTITY

DESCRIPTION OF ITEM

Enclosed please find the cover letter for reference regarding all submission items.

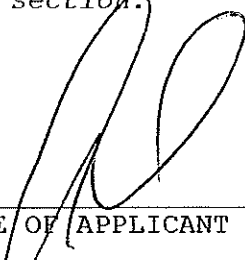
26. I certify that the foregoing statements and the materials submitted are true. I further certify that I am the individual applicant, or I am an officer of the corporate applicant, and that I am authorized to sign the application for the corporation, or that I am a general partner of the partnership applicant.

Please note: If the applicant is a corporation, an authorized corporate officer must sign this section. If applicant is a partnership, a general partner must sign this section.

Sworn and subscribed before me
this 14th day of March, 2023



NOTARY PUBLIC

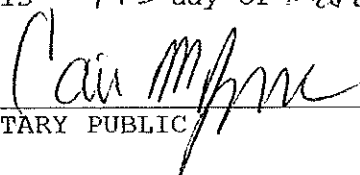


SIGNATURE OF APPLICANT

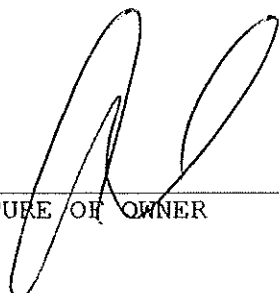
27. I certify that I am the owner of the property which is the subject of this application; that I have authorized the applicant to make this application; and that I agree to be bound by the application, the representations made, and the decision in the same matter as if I were the applicant.

Please note: If the applicant is a corporation, an authorized corporate officer must sign this section. If applicant is a partnership, a general partner must sign this section.

Sworn and subscribed before me
this 14th day of March, 2023



NOTARY PUBLIC



SIGNATURE OF OWNER

28. I understand that the sum of \$ 11,000.00 has been deposited in an escrow account (Builder's Trust Account). In accordance with the Ordinances of the Borough of Freehold, I further understand that the escrow account is established to cover the cost of professional services, including engineering, planning, legal and other expenses associated with the review of submitted materials and the publication of the decision by the Board. Sums not utilized in the review process shall be returned. If additional sums are deemed necessary, I understand that I will be notified of the required additional amount and shall add that sum to the escrow account within ten (10) days.

3/14/23

DATE

SIGNATURE OF APPLICANT

BOROUGH OF FREEHOLD
30 MECHANIC STREET
FREEHOLD, N.J. 07728

LAND USE DEPARTMENT SITE PLAN APPLICATION

x _____ MAJOR _____ REQUEST FOR WAIVER

Applicant's Name: CT95-CT07 PARK LLC & DT95-DT07 200 PARK LLC

Trade Name: Same as above

Applicant's Address: 339 Monmouth Street, East Windsor, NJ 08520

Block: 117 Lot(s): 21

Name of Project: Proposed Multi-Family Building

Street Address: 200 Park Avenue (NJSH Route 33) & West Main Street (CR 537)

1. Proposed Use of Area: Residential 3-story complex with Parking Below

2. Area of Entire Tract: 64,072 SF (1.47 Ac)

3. Dimensions of Existing Structures on Lot:
6,543 SF Religious Institution

Enclosed please find our Demolition Plan (Sheet 3) for reference.

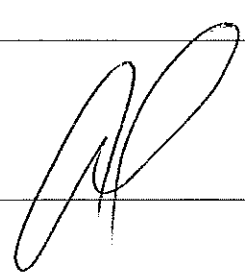
4. Parking Stalls: Number existing 36 Number proposed See Site Plan

5. Total number of employees: N/A

6. Number of Dwelling Units if applicable: 52

7. Number of Seating Facilities: N/A

8. Reason for Waiver if applicable: N/A

Date: 3/14/23 Applicant or Agent: 

LEGAL NOTICE
BOROUGH OF FREEHOLD

PLEASE TAKE NOTICE that the undersigned, CT95-CT07 200 Park LLC and DT95-DT07 200 Park LLC (the "Applicant"), has applied to the Borough of Freehold Planning Board for the relief described below to construct a 52-unit, three-story multi-family inclusionary development with related site improvements on property located at 200 Park Ave at the corner of West Main Street and identified as Block 117, Lot 21 on the Borough tax maps. The Applicant is seeking the following relief:

1. Preliminary and Final Major Site Plan Approval; and
2. Such other relief, as may be required, including any variances, exceptions or waivers deemed necessary by the Planning Board or its professionals during review of the application.

Copies of the application, plans and other supporting documents are available for inspection at the office of the Administrative Officer of the Land Use Department, located in the Freehold Borough Municipal Building, 30 Mechanic Street, Freehold, New Jersey 07728, between the hours of 8:30 A.M. and 4:30 P.M.

PLEASE TAKE FURTHER NOTICE that this matter has been placed on the agenda of the Borough of Freehold Planning Board for _____, **2023 at 7:00 p.m.** in the Freehold Borough Municipal Building, located at 30 Mechanic Street, Freehold, New Jersey 07728, at which time you may appear in person or by an attorney and present any comments and/or objections you may have to the relief sought.

CT95-CT07 200 Park LLC and
DT95-DT07 200 Park LLC
399 Monmouth Street
East Windsor, NJ 08520

Sample

BOROUGH OF FREEHOLD
30 MECHANIC STREET
FREEHOLD N.J. 07728

LAND USE DEPARTMENT EXHIBIT LISTING

PROJECT NAME: Proposed Multi-Family Building

APPLICATION NUMBER: TBD

DATE OF HEARING: TBD

APPLICANT'S EXHIBITS

EXHIBIT NO.	DESCRIPTION OF EXHIBIT
A-1	Plan of Survey with Topography, prepared by Vallee Surveying Inc., dated 06/23/2016, last revised 01/19/2018
A-2	Aerial Map Exhibit, prepared by Dynamic Engineering Consultants, PC
A-3	Site Plan Exhibit, prepared by Dynamic Engineering Consultants, PC
A-4	
A-5	
A-6	
A-7	
A-8	
A-9	
A-10	
A-11	
A-12	
A-13	
A-14	

(Please note the Exhibit Listing is subject to change and a finalized copy will be formally submitted 10 days prior to the date of the hearing.)

BOARD EXHIBITS
(To be completed by the Borough)

EXHIBIT NO.	DESCRIPTION OF EXHIBIT
B-1	
B-2	
B-3	
B-4	
B-5	
B-6	
B-7	
B-8	

BOROUGH OF FREEHOLD
30 MECHANIC STREET
FREEHOLD NEW JERSEY 07728

LAND USE DEPARTMENT APPLICATION WITNESS LIST

PROJECT NAME: CT95-CT107 200 Park LLC & DT95-DT107 200 Park LLC

APPLICATION NUMBER: _____

DATE OF HEARING: _____

1. Name: James E. Henry, P.E., P.P. - Dynamic Engineering Consultants PC

Field of Expertise: Applicant's Engineer

Address: 1904 Main Street, Lake Como, NJ 07719

Telephone No.: 732-974-0198 Fax No.: 732-974-3521

2. Name: Steve Tietke - Sonnenfeld & Trocchia Architect, PA

Field of Expertise: Applicant's Architect

Address: 53 Main Street, Holmdel, NJ 07733

Telephone No.: 732-946-7777 Fax No.: 732-946-7474

3. Name: Nick Verderese, P.E. - Dynamic Traffic, LLC

Field of Expertise: Applicant's Traffic Engineer

Address: 1904 Main Street, Lake Como, NJ 07719

Telephone No.: 732-681-0760 Fax No.: 732-974-3521

4. Name: _____

Field of Expertise: _____

Address: _____

Telephone No.: _____ Fax No.: _____

SITE PLAN CHECKLIST - PRELIMINARY APPROVAL

NAME OF APPLICANT: CT95-CT07 200 PARK LLC & DT95-DT07 200 PARK LLC

BLOCK: 117 LOT: 21

TRADING AS: _____

SITE ADDRESS: 200 Park Avenue (NJSH Route 33) & West Main Street (CR 537)

INSTRUCTIONS: The applicant is to check off each item with which he has complied. If he believes the item is not applicable, then he should enter "N.A." For those items not complied with, there must be a letter seeking a waiver and the reasons for granting the waiver.

	<u>Information Provided</u>	<u>Staff Review</u>
1. Name, address, and title of person preparing site plan.	☒	☐
2. Name and address of applicant.	☒	☐
2. Name and address of owner of the land.	☒	☐
4. The municipal tax map lot and block numbers of the lot(s) shown on the site plan and the tax sheet number or numbers.	☒	☐
5. Key Map.	☒	☐
6. A date, scale and north arrow on each sheet of the site plan.	☒	☐
7. The zoning district or districts in which the lot or lots are located.	☒	☐
8. If the site plan includes more than one sheet, each sheet shall be numbered and titled.	☒	☐
9. The location of all existing watercourses, wood areas, easements, right-of-ways, streets, roads, highways, freeways, railroads, canals, rivers, buildings, structures, or any other feature if such feature has an effect upon the said property.	☒	☐
10. The location of all existing and proposed landscaped areas and all existing trees over six inch caliper.	☒	☐
11. The location, use, finished grade level and ground area of each existing and proposed building, structure, or any other land use, including all setback dimensions.	☒	☐
12. The location, names and widths of all existing and proposed streets (including cross sections and profiles) abutting the lot or lots in question and within 200 ft. of said lot.	☐ W	☐

No proposed improvements within 200 FT of subject property.

	<u>Information Provided</u>	<u>Staff Review</u>
13. The location, type and size of all existing and proposed curbs, sidewalks, driveways, fences, retaining walls, parking space areas and the layout thereof and all off-street loading areas, together with the dimensions of all the foregoing.	X	☐
14. The capacity of proposed off-street parking areas and location of all off-street parking spaces (including handicapped spaces).	☒	☐
15. The location and size of proposed loading berths.	☐ W	☐
No loading berths required per Redevelopment Plan.		
16. The location and treatment of existing and proposed entrances and exits to public rights-of ways, including the possible utilization of traffic signals, channelization, acceleration/ deceleration lanes, additional width and any other device necessary to traffic safety and/or convenience.	☒	☐
17. The location, size and nature of all existing and proposed rights-of-ways, easement and other encumbrances which may affect the lot or lots in question, and the location, size, and description of any lands to be dedicated to the municipality or the County of Monmouth.	☒	☐
18. Description of interior traffic circulation.	☒	☐
19. The location, type, and size of all exterior lighting of parking, loading and driveway areas.	☒	☐
Please see enclosed Traffic Impact Study for reference.		
20. The location and identification of proposed open spaces, parks, or other recreation areas.	☐ W	☐
No proposed open spaces, parks, or other recreational areas.		
21. The location and design of buffer areas and screening devices to be maintained.	☒	☐
22. Existing topography based upon New Jersey Geodetic Control Survey datum and proposed grading both with a maximum of two foot contour levels.	☒	☐
23. The location type and size of all existing and proposed catch basins, storm drainage facilities and utilities, plus all required design data supporting the adequacy of the existing or proposed facility to handle future storm flows (design calculations for a 25 year storm).	☒	☐
24. The location of all existing and proposed signs (If sign is non-conforming, please note herein if request is being made for a Design Waiver as part of this application); standards, utility poles and their size, type of construction, and location of water supply and sewage disposal systems.	☒	☐

	Information Provided	Staff Review
25. The location of all existing property lines adjoining the tract and all lines within 200 ft. of the boundary lines of the major tract and the name of the owner of each property.	☒	☐
	No proposed improvements within 200 FT of subject parcel.	
26. The location, size and nature of the entire lot in question, and any contiguous lots owned by the applicant, or in which the applicant has a direct or indirect interest, even though only a portion of the entire property is involved in the site plan for which approval is sought.	☒	☐
27. Complete construction specifications to include description, materials and method of construction for all required improvements shall be submitted with all site plan applications. A schedule of events and time sequence shall also be submitted for all required improvements. A preconstruction conference shall be required prior to the construction of any required improvements between the owner, contractor and engineer, and shall be a condition of any approval.	☒	☐
28. Preliminary architectural plans for any proposed buildings or structures indicating typical floor plans, elevations, height and general design or architectural styling. Such plans shall include the name, address, and title of the person preparing the plans.	☒	☐
29. Any other information required by the Planning Board or the Monmouth County Planning Board which is reasonably necessary to ascertain compliance with the provisions of this chapter or other Federal, State, County or Municipal laws, rules or regulations.	☒	☐
30. Site Plan Scale not smaller than 1" = 50', and not larger than 1" = 10'	☒	☐
31. Submission has been made to the County Planning Board, and their comments/approval are attached to the site plan.	☒	☐
32. The location of and disposal process for all refuse and recyclable materials.	☒	☐
33. Compliance with Handicap Regulations.	☒	☐
34. Signature block for Chairperson, Secretary, and Borough Engineer and signature block for County Planning Board if applicable.	☒	☐
PLEASE NOTE: Underneath the title of engineer, there should be listed "Anthony Maltese, P.E., P.L.S., P.P., C.M.E., New J License No. 27799".	☒	☐
35. If determined to be a "major" site plan, the names of owners of record of adjacent property within 200 ft.	☒	☐

Pending - Site Plan application submitted to Monmouth County, dated 03/ /2023.

PREPARED BY: James E. Henry - Dynamic Engineering Consultants DATE: _____
OWNER/AGENTS APPROVED: _____ DATE: 3/14/23
REVIEWED BY: James E. Henry - Dynamic Engineering Consultants DATE: _____
NAME OF APPLICANT: CT95-CT07 200 PARK LLC & DT95-DT07 200 PARK LLC
BLOCK 117 LOT 21
ADDRESS: 200 Park Avenue (NJSH Route 33) & West Main Street (CR 537)

RIDER
200 Park Avenue
Block 117, Lot 21
Application for Preliminary and Final Major Site Plan Approval

Introduction

CT95-CT07 200 Park LLC and DT95-DT07 200 Park LLC (“Applicants”) are seeking preliminary and final major site plan approval to construct a 52-unit multi-family inclusionary development on property located at 200 Park Avenue and West Main Street and identified as Lot 21 in Block 117 (the “Property”). The Property is approximately 1.47 acres and improved with a vacant house of worship to be demolished. The Property is located in the Park & Main AH District, where the proposed use is permitted. The Park & Main Ah District was created as a result of the Settlement Agreement between Applicants and the Borough of Freehold and the Mayor and Council of the Borough of Freehold to settle Applicant’s builder’s remedy action under Docket No. MON-L-3624-19. A copy of the Settlement Agreement is attached hereto as **Exhibit A**.

Proposal

Applicant will construct an approximately 67, 812 square foot, three-story multi-family residential building with ground floor level parking. Nine (9) of the proposed 52 units will be set aside for low and moderate income households. More specifically, Applicant proposes thirty-two (32) one-bedroom units, with one (1) set aside for affordable; eighteen (18) two-bedroom units, with six (6) set aside for affordable; and two (2) three-bedroom units, with both designated affordable.

The site plan provides for 109 total parking spaces as follows: (1) 98 surface spaces, including five (5) ADA spaces; and eight (8) credited spaces pursuant to N.J.S.A. 40:55D-66.20.¹

¹ The new State Electric Vehicle Law requires at least 15% of all required spaces be equipped with make-ready electric vehicle wiring and, in return, allows for each “make-ready” stall to count as 2 spaces for the purposes of complying with the requisite parking requirements and allows up to a 10% reduction in required parking.

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter, the "Agreement") is made by, between, and among the Borough of Freehold and the Mayor and Council of the Borough of Freehold (hereinafter referred to collectively as the "Borough") and CT95-CT07 200 Park LLC and DT95-DT07 200 Park LLC (hereinafter referred to collectively as "CT95"), affiliated New Jersey limited liability companies with a business address of 399 Monmouth Street, East Windsor, New Jersey (hereinafter, the Borough and CT95 shall sometimes collectively be referred to as the "Parties").

RECITALS

WHEREAS, the Borough is a municipality in the State of New Jersey;

WHEREAS, CT95 is the owner of property located in the Borough designated as Block 117, Lot 21, with an address of 200 Park Avenue (hereinafter, the "Property");

WHEREAS, without the affordable housing obligation required by applicable law and imposed upon the Borough by the Court, the Borough would not consider the development of the Property as contemplated by this Agreement;

WHEREAS, CT95 filed a builder's remedy action against the Borough regarding the Property captioned, CT95-CT07 200 Park LLC and DT95-DT07 200 Park LLC v. Borough of Freehold, et al., Docket No. MON-L-3624-19 (hereinafter, the "CT95's Builder's Remedy Action");

WHEREAS, in consideration for the settlement of CT95's claims in CT95's Builder's Remedy Action and as required by applicable affordable housing law, the Borough will approve the Property for development as an inclusionary development that shall have an eighteen percent (18%) affordable housing set-aside, with a density of not more than fifty-two (52) total units with

nine (9) units being set aside as Affordable Housing units and with at least thirteen (13%) percent of those Affordable units being very low income units, as more specifically set forth herein;

WHEREAS, CT95 intends to develop the Property as an inclusionary development as described above and in substantial accordance with the concept plan attached hereto as **Exhibit A** (the "Inclusionary Development") and substantially consistent with the bulk schedule listed as General Notes, 5. Schedule of Bulk Requirements, as set forth in column 3 entitled "proposed", attached hereto as **Exhibit B**.

WHEREAS, to ensure that the Inclusionary Development generates affordable housing credits to be applied to the Borough's affordable housing obligations, the affordable units within the Inclusionary Development shall be developed in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") and shall be deed restricted for a period of at least 30 years from the date of initial occupancy of the affordable unit(s);

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; 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:

I. TERMS AND CONDITIONS.

A. The purpose of this Agreement is to settle the CT95's Builder's Remedy Action and to create a realistic opportunity for the construction of the Inclusionary Development as

required by applicable law and to generate affordable housing credits for the Borough to apply to any Round 2 and/or Round 3 affordable housing obligations assigned to it. The Inclusionary Development shall be substantially consistent with the concept plan attached hereto and made a part hereof as **Exhibit A**, and the bulk standards set forth in **Exhibit B**.

B. The Borough will seek Court approval by way of a "Fairness Hearing," of its 2nd and 3rd Round plans and will include in the plan a rezoning or Redevelopment Plan for the Property after its designation as an Area in Need of Rehabilitation, to allow for the construction of an inclusionary development of fifty-two (52) units substantially consistent with the concept plan attached hereto as **Exhibit A**, and the bulk standards attached hereto as **Exhibit B**. Subject to the Court's schedule, the Fairness Hearing shall be conducted no later than 120 days after execution of this Agreement.

C. In the event of any legal challenges to the Court's approval of this Agreement, or the Rezoning Ordinance, the Redevelopment Plan, or the Exemption Agreement (as such terms are herein defined), 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 judicially imposed reduction of the number of units or invalidates any of the Rezoning Ordinance, Redevelopment Plan, and/or Exemption Agreement that are the subject of this Agreement, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amended agreement reasonably consistent with this Agreement and the aforementioned documents that would pass judicial scrutiny.

II. CT95'S OBLIGATIONS.

A. CT95 shall have an obligation to deed-restrict eighteen percent (18%) or nine (9) of the fifty-two (52) residential units in the Inclusionary Development as very low, low, and moderate-income affordable units in accordance with the percentages required by UHAC, the applicable affordable housing regulations, any applicable order of the Court, and other applicable laws. Specifically, these nine (9) Affordable Units shall be non-age-restricted family rental units consisting of no more than one (1) 1-bedroom unit, at least two (2) 3-bedroom units, and at least three (3) 2-bedroom units. The remaining three (3) Affordable Units must be either 2- or 3-bedroom units at the discretion of CT95. At least fifty percent (50%) of the Affordable Units within each bedroom distribution must be low-income (reserved for households earning 50% or less than median income for the region the Borough is a part of.). There must be two (2) very-low-income units (reserved for households earning 30% or less than median income) among the nine (9) Affordable Units, which may be counted toward the fifty percent (50%) low-income requirement, and at least one (1) of the 3-bedroom units must be a very-low-income unit.

B. In addition, the affordable units shall remain affordable rental units for a period of not less than thirty (30) years until released by the Borough in accordance with UHAC guidelines ("Deed-Restriction Period") so that the Borough may count the units against its obligations to provide rental housing in this or future rounds and such affordability controls shall remain unless and until the Borough takes action to extend or release the unit from such controls after at least thirty (30) years in accordance with UHAC and applicable law. This obligation includes, but is not limited to, the obligation to comply with the bedroom distribution requirements, very low/low/moderate income split requirements, pricing requirements, affirmative marketing requirements, candidate qualification and screening requirements and deed restriction

requirements. The deed restriction imposed on the Affordable Units shall state the bedroom size and income level of each Affordable Unit.

C. The construction of the market-rate and Affordable Units shall be in accordance with the phasing schedule at N.J.A.C. 5:93-5.6(d). The Affordable Units shall be deed restricted prior to issuance of the certificates of occupancy, and a copy of the deed restrictions shall be provided to Fair Share Housing Center (510 Park Boulevard, Cherry Hill, New Jersey 08002) upon recording.

D. 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) 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 rate 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.

E. The Affordable Units shall be affirmatively marketed in accordance with UHAC and applicable law by an experienced administrative agent to be retained by CT95, who shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with UHAC and other applicable laws for the Deed-Restriction Period. The affirmative marketing shall include posting of all Affordable Units on the New Jersey Housing Resource Center website in accordance with applicable law as well as written notice to Fair Share Housing Center (510 Park Boulevard, Cherry Hill, New Jersey 08002) and the Latino Action Network (P.O. Box 943, Freehold, New Jersey 07728) at least ninety (90) days before any lottery to select income-eligible households for the Affordable Units.

F. The Parties agree that the affordable units are to be included in the Affordable Housing Plan to be approved and credited by the Court and will be counted toward the Borough's Round 2 and/or Round 3 affordable housing obligation.

G. Upon written notice, CT95 shall provide detailed information requested by the Borough, or the Borough's Administrative Agent, specifically related to and concerning CT95's compliance with UHAC and other applicable laws.

H. Obligation Not To Oppose Borough's Application for Approval of its Affordable Housing Plan: As it pertains to the Property, CT95 shall not directly or indirectly oppose or undertake any action to interfere with the Court's approval and/or implementation of the Affordable Housing Plan or any settlement between the Borough and Fair Share Housing Center ("FSHC") unless the Affordable Housing Plan impairs or deprives any of CT95's rights as granted hereunder or unless any other defendants herein or interested parties undertake any action to obstruct, impede, or challenge CT95's inclusion of the rezoning of the Property or otherwise oppose, challenge, or appeal any approvals needed to develop the Inclusionary Development on the Property consistent with this Agreement.

I. No Obligation to Continue to Participate in the Builder's Remedy Action: CT95 shall have no obligation to continue to participate in the Builder's Remedy Action but may at its option participate as provided in Section II-H of this Agreement.

III. THE BOROUGH'S OBLIGATIONS.

A. The Rezoning Ordinance or Redevelopment Plan: Within 90 days of execution of this Agreement, the Borough Council shall either, at its option, introduce an ordinance rezoning the Property in accordance with this Agreement pursuant to N.J.S.A. 40:55D-62 of the Municipal Land Use Law (the "MLUL"), N.J.S.A. 40:55D-1, et seq. (hereinafter the "Rezoning

Ordinance”), or by adoption of a redevelopment plan pursuant to N.J.S.A. 40A:12A-7 of the Local Redevelopment and Housing Law (“LRHL”) N.J.S.A. 40A:12A-1, *et seq.* (hereinafter the “Redevelopment Plan”). Upon introduction, the Borough shall refer said ordinance to the Planning Board, which shall conduct a review of such ordinance at its next regular meeting and provide its report to the Borough Council, pursuant to N.J.S.A. 40:55D-26, in the case of a Rezoning Ordinance, or N.J.S.A. 40A:12A-7(e), in the case of a Redevelopment Plan, within 30 days of the Borough’s referral. The Borough shall thereafter conduct a second reading within 30 days of the Planning Board meeting at which the ordinance was considered and adopt such Rezoning Ordinance or Redevelopment Plan that is substantially consistent with the attached concept plan and bulk standards (**Exhibits A & B**) that allows for the development of the Property and the construction of fifty-two (52) total units, of which nine (9) shall be set aside for affordable housing with at least thirteen (13%) percent of those Affordable units being very low income units. The Rezoning Ordinance or Redevelopment Plan shall indicate that the nine (9) unit set-aside will be constructed in accordance with all applicable UHAC and COAH regulations and the terms of this Agreement. In the event that the Borough Parties fail to adopt the Rezoning Ordinance or Redevelopment Plan as set forth above, CT95 may seek the relief set forth in Section V herein or go back to the Court for further relief. The Borough agrees that if it determines to proceed with the rezoning of the Property through the adoption of a Redevelopment Plan, such Redevelopment Plan (1) shall provide only for development consistent with the concept plan and bulk standards set forth in Exhibits A and B hereto, (2) shall impose no financial, procedural or substantive obligations upon CT95 that are not expressly provided for in this Agreement (3) shall not extend any applicable timelines provided for herein or under the MLUL and (4) shall not require CT95 to enter into any redevelopment agreement for the development of the Property.

B. **Amendment of Ordinances.** The Borough agrees that, absent written consent of CT95 the Rezoning Ordinance or Redevelopment Plan shall remain applicable to the Property for ten (10) years. The Rezoning Ordinance or Redevelopment Plan shall not be otherwise amended and/or rescinded during the pendency of any application for development of the Property pursuant to the Rezoning Ordinance or Redevelopment Plan, unless otherwise mutually agreed to by the Parties.

C. **Bulk Variances and/or Design Waivers.** CT95 retains the right to request bulk variances and/or design waivers from the Borough's Ordinance and/or Rezoning Ordinance or Redevelopment Plan subject to the standards set forth in the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq.

D. **Representation regarding Sufficiency of Water and Sewer:** CT95 will be required to coordinate with the Freehold Borough Water & Sewer Department ("Water & Sewer Department") to obtain approvals for water capacity and connections and the Manasquan River Regional Sewerage Authority ("Sewerage Authority") for sewer capacity and connections respectively. The Borough further represents that they will support CT95 and cooperate with good faith efforts regarding CT95's application to the Water & Sewer Department and Sewerage Authority for sewer and water capacity and connections but it makes no representations as to capacity or adequacy of existing utilities. If upgrades to the existing utilities are required they shall be constructed at CT95's sole cost and expense but not to exceed its proportionate share pursuant to N.J.S.A. 40:55D-42. Upon the Effective Date of this Agreement, CT95 and the Borough shall notify the Water & Sewer Department and the Sewerage Authority of the execution of this Agreement and request the respective entities reserve capacity for the development contemplated by this Agreement. CT95 shall only be responsible to pay the full amount of water

and sewer connection fees for the market rate units. The affordable units shall be required to pay 50% of both fees, as shall be determined by the agency(ies) imposing such fees.

E. Obligation To Cooperate: The Borough acknowledges that in order for CT95 to construct its Inclusionary Development, CT95 will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Planning Board, the Monmouth County Planning Board, the Freehold Soil Conservation District, the New Jersey Department of Environmental Protection, and New Jersey Department of Transportation, including the Borough's ordinance requirements as to site plan and subdivision provided the Borough's ordinance requirements do not operate to change the requirements of this Agreement (the "Required Approvals"), or impede and interfere with the CT95's ability to develop the fifty-two (52) unit inclusionary development. The Borough agrees to use all reasonable efforts to expedite and assist CT95 in its undertakings to obtain the Required Approvals.

F. Fast-Track. The Planning Board's Obligation to Fast-Track CT95's Residential Development Applications. The parties agree that, in proceedings before the Planning Board, CT95 shall be entitled to have the Planning Board fast-track its residential development application(s) as follows: (1) Completeness review determinations shall be issued within forty-five (45) days of receipt of the subject submission. (2) CT95 shall deliver all required filings to the Planning Board office. Reports from the Planning Board's professionals and commenting entities shall be delivered to CT95 within forty-five (45) days of the completeness of the Development Application. The Planning Board's Planner and Engineer shall respond in a reasonable diligent fashion to any subsequent submissions of CT95. (3) Within thirty (30) days from the date upon which the Planning Board is in receipt of reports from all of its professionals

and consultants, the Planning Board shall schedule a Technical Review committee meeting if applicable for the CT95 application at which any technical issues can be identified and addressed.

(4) Any Development Application shall be placed on the agenda at the next public action meeting provided that all required submissions have been filed, the 45-day review period has expired, all completeness items on the Township's checklist have been submitted, and clearance from the technical review committee has been issued if applicable. All notice requirements shall be completed by CT95 in accordance with the MLUL. In the event time constraints associated with notice prevent the conducting of a hearing at the next regularly scheduled meeting, then the matter shall be considered at the next subsequent meeting. (5) The Development Application shall be given, to the extent reasonably possible, no less than two (2) hours of time at each of the regular bi-monthly public action meetings of the Planning Board it being agreed that the matter will be considered, to the extent reasonably possible, at each successive meeting until the application is concluded.

G. Designation of the Property as an Area in Need of Rehabilitation: This Agreement contemplates the Property to be designated as within an "area in need of rehabilitation" as defined under the LRHL. Within 75 days of the Effective Date of this Agreement, the Borough Council will prepare a resolution setting forth conditions based upon which the Property may qualify as an "area in need of rehabilitation," as defined under the LRHL, and refer such draft resolution to the Borough Planning Board, pursuant to N.J.S.A. 40A:12A-14. Once the Borough Council receives the Planning Board's recommendations regarding the proposed resolution, the Borough Council will determine whether it will proceed to adopt the resolution designating the Property as "an area in need of rehabilitation." Following the designation, CT95 shall be entitled to apply for and obtain a 5-year tax exemption and abatement, pursuant to N.J.S.A. 40A:21-10(c)

(the "Exemption Agreement"), which shall be approved by the Borough within forty-five (45) days from submission of the application.

H. Obligation to Refrain From Imposing Cost-Generative Requirements: The Borough recognizes that this Agreement, and, as applicable, the Rezoning Ordinance or Redevelopment Plan, contemplate the development of an "inclusionary development" within the meaning of the Mount Laurel doctrine, and CT95 shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments, and as such shall refrain from imposing unnecessary cost generative requirements.

IV. DEFAULT.

A. Default with Respect to the Borough: Default with respect to the Borough Parties shall be defined as the Borough's failure to: approve (1) the area in need of rehabilitation designation, (2) the Exemption Agreement, (3) the Rezoning Ordinance, if applicable (4) the Redevelopment Plan and/or (5) CT95's application for development if said application conforms to the terms of this Agreement and the Rezoning Ordinance or Redevelopment Plan; or grant an approval of the application for development with conditions that: (a) contradict the terms of this Agreement, the Exemption Agreement, the Rezoning Ordinance, or Redevelopment Plan; or (b) are unacceptable to CT95 in its exercise of reasonable discretion. The Borough shall be considered in Default of this Agreement if, subject to the terms of this Agreement, after written Notice of Default delivered to counsel for the Borough, the Borough has not cured any default within ten (10) business days or at the next regularly scheduled meeting of the Borough Council. In the event the Borough is in default, CT95 may apply to the Superior Court of New Jersey, Monmouth Vicinage to the judge assigned to handle Mt. Laurel matters for the Monmouth Vicinage, for an Order directing the Borough to immediately take whatever action is necessary to comply with the

terms of this Agreement, including but not limited to enacting the area in need of rehabilitation designation the Rezoning Ordinance, or Redevelopment Plan, issue to CT95 the Borough governmental approvals for the Property consistent with the Rezoning Ordinance, if applicable, or Redevelopment Plan or approve the Exemption Agreement.

B. Default with Respect to CT95: If CT95 should default on any of the agreed upon terms and conditions of this Agreement, the Borough will have the right to apply to the Court to enforce whichever term or condition has been violated. Default shall include, but not be limited to, the submission of a plan for approval that exceeds the agreed upon unit count or reduces the number of affordable units (unless said reduction of the affordable units is proportionately consistent with a reduction on the market rate units such that an eighteen (18%) set aside is maintained) to be provided. CT95 shall be considered in Default of this Agreement if, after written Notice of Default has been delivered to counsel for CT95, and CT95 has not cured any default within thirty (30) days, provided, however, that if CT95 is diligently pursuing efforts to cure such default which, by the nature of such default it cannot reasonably be cured with thirty (30) days or the delay in curing such default is caused by circumstances beyond CT95's reasonable control, in which case the time to cure such default shall be tolled for the additional time required for so long as CT95 continues to diligently pursue a cure.

V. RELEASES.

A. The Borough's Release to CT95: The Borough hereby fully and forever releases and discharges CT95 and their respective past, present, and future directors, officers, members, shareholders, employees, agents, partners, representatives, attorneys, parent and affiliated corporations, subsidiaries, divisions, joint venturers, predecessors, successors, beneficiaries, and assigns, from any and all claims asserted and that in the Action, including, but not limited to

violations of substantive and procedural due process and civil rights violations of any nature whatsoever, whether known or unknown, suspected or unsuspected based on any legal or equitable theory of recovery, in any way arising out of, growing out of, or resulting from the Action from the beginning of time until the effective date of this Agreement.

B. CT95's Release to the Borough: Once the operative terms of this Agreement have been completed and the Borough has granted all municipal approvals, and has cooperated fully in the pursuit of any other governmental approvals requiring the Borough to be the applicant or requiring the Borough's consent as may be necessary to begin construction, and after all rights of appeals from any and all approvals has expired without an appeal having been taken, or if an appeal has been taken, any and all appeals have been resolved finally to the reasonable satisfaction of CT95, CT95 hereby fully and forever releases and discharges the Borough and their respective past, present, and future council members, planning board members, and any and all other elected officials from any and all claims asserted and that could have been asserted, including, but not limited to violations of any municipal ordinances, whether known or unknown, suspected or unsuspected based on any legal or equitable theory of recovery, in any way arising out of, growing out of, or resulting from CT95's Builder's Remedy Action from beginning of time in perpetuity. Upon ten (10) business days from the Effective Date of this Agreement, CT95 shall execute and deliver a stipulation of dismissal with prejudice of the pending CT95 Builder's Remedy Action with such stipulation of dismissal with prejudice to be held in escrow by the Borough Special Affordable Housing Attorney and be filed upon the earlier of: (a) two (2) years from the adoption of the Rezoning Ordinance or Redevelopment Plan with no appeals or challenges being filed; or (b) the issuance of all applicable governmental approvals for the Inclusionary Development and the expiration of all applicable appeal periods with no appeals or challenges being filed.

C. Releases Do Not Extend to Obligations Under This Agreement: The releases set forth above in Sections V-A and VI-B are not intended to, and shall not, extend to or otherwise release or discharge any rights, privileges, benefits, duties, or obligations of any of the Parties by reason of, or otherwise arising under this Agreement.

VI. COOPERATION AND COMPLIANCE

A. Implementation And Enforcement Of Agreement: The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement. The Borough's obligation to cooperate shall be further conditioned upon CT95 paying and maintaining current real estate taxes.

VIII. NOTICES

A. Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the CT95 Property (hereinafter, "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, an email with confirmation of delivery or 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 CT95:

**CT95-CT07 200 PARK LLC and
DT95-DT07 200 Park LLC**

Attention: Carey Tajfel
399 Monmouth Street,
East Windsor, NJ 08520
Tel: (609) 632-0006
Email: ctajfel@tfeproperties.com

WITH COPIES TO:

Wilentz, Goldman & Spitzer P.A.
Attention: Donna M. Jennings, Esq.
90 Woodbridge Center Drive, Post Office Box 10
Woodbridge, NJ 07095
Tel: (732) 855-6039
Fax: (732) 726-6560
Email: djennings@wilentz.com

TO THE BOROUGH OF FREEHOLD:

Borough of Freehold
Attention: Steve Gallo
Business Administrator
30 Mechanic Street
Freehold, N.J. 07728
Tel: (732) 462-4200

Office of the Borough Clerk
Traci DiBenedetto, RMC
30 Mechanic Street
Freehold, N.J. 07728
Tel: (732) 462-4200

Ronald Gordon, Esq.
Borough Special Affordable Housing
Rainone Coughlin Minchello
555 U.S. Highway One South Suite 440
Iselin, NJ 08830
Tel: 732-709-4182
Email: rgordon@njrcmlaw.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.

IX. MISCELLANEOUS PROVISIONS

A. Amendments: Neither this Agreement nor any term set forth herein may be changed, waived, discharged, or terminated except by a writing signed by the Parties.

B. Agreement Voluntarily Entered Into By Each of The Parties: This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand each of the provisions of this Agreement and have relied on the advice and representations of competent legal counsel of their own respective choosing.

C. Interpretation: This Agreement has been reviewed by experienced and knowledgeable legal counsel for each of the Parties. Accordingly, none of the Parties shall be presumptively entitled to have any provisions of this Agreement construed against any of the other Parties in accordance with any rule of law, legal decision, or doctrine.

D. No Admission of Liability/No Precedential Value: The Parties agree that this Agreement is the result of a compromise of disputed issues, that the execution and delivery of this Agreement by any of the Parties shall not constitute or be construed as an admission of any liability, a course of performance, or wrongdoing on the part of any of them and that the settlement reflected in this Agreement shall be without precedential value. Nothing in this release shall be construed nor shall the execution of the release be construed to represent an admission of wrongdoing or a breach of contract.

E. Attorneys' Fees, Costs, and Expenses: Each of the Parties shall bear its own costs, attorneys' fees, and expenses in connection with the negotiations for and preparation of this Agreement, the pending litigation, as well as costs involving Court approval of same.

F. Entire and Integrated Agreement: This Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of

the agreement and understanding of the Parties with respect to the subject matters contained herein. This Agreement supersedes any and all prior promises, representations, warranties, agreements, understanding, and undertakings between or among the Parties with respect to such subject matters and there are no promises, representations, warranties, agreements, understanding, or undertakings with respect to such subject matters other than those set forth or referred to herein.

G. No Third Party Beneficiaries: Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the Parties and their respective successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provisions contained herein; this Agreement and any conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the Parties as well as each of their respective successors and permitted assigns, and for the benefit of no other person or entity.

H. Severability: If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties.

I. Headings: The section titles, captions, and headings contained in this Agreement are inserted as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the effect of any of its provisions.

J. Recitals: The recitals set forth at the beginning of this Agreement shall not be admissible to prove the truth of the matters asserted therein in any action or proceeding involving any of the Parties (other than an action or proceeding brought to enforce the terms of this

Agreement), nor do any of the Parties intend such recitals to constitute admissions of fact by any of them.

K. Additional Representations and Warranties: Each of the Parties represents and warrants that it is fully authorized to enter into this Agreement. In addition, each of the corporate Parties that is still in existence as of the Effective Date represents and warrants that (i) it is duly organized and existing in good standing under the laws of the United States, (ii) it has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or internal approval is necessary, and (iii) the making and performance of this Agreement will not violate any provision of law or the party's articles of incorporation, charter, or by-laws. In addition, each of the individuals signing this Agreement represents and warrants that they are authorized to enter into this Agreement on behalf of the respective parties.

L. Additional Necessary Documents: The Parties, and each of them, agree to execute such additional documents as may be reasonably required in order to carry out the purpose and intent of this Agreement, or to evidence anything contained herein.

M. Execution in Counterparts: This Agreement may be signed in multiple counterparts and the separate signature pages executed by the Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. This Agreement may be executed in facsimile or electronic counterparts. An original signature will be provided if requested by any Party. The "Effective Date" of this Agreement is the date this Agreement has been executed and delivered by and to all Parties hereto.

N. Enforceability of Agreement: The Superior Court of New Jersey, Monmouth Vicinage shall retain jurisdiction to enforce any and all terms of this Agreement.

O. Dispute Resolution: At the request of CT95 or the Borough, the court-appointed special master shall decide on an expedited basis any dispute that arises as to whether any procedural or substantive requirement imposed by the Borough or Planning Board impedes, or adds to the cost of, development of the Property or is necessary to protect public health or safety provided that the requirements does not arise from a limitation in the Rezoning Ordinance or to develop substantially consistent with the Concept Plan. Any decision by the court-appointed special master may be appealed to the Honorable Linda Grasso-Jones, J.S.C. or such other Superior Court Judge assigned by the Monmouth County Assignment Judge by any party.

P. 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.

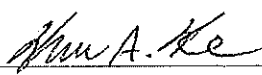
Q. Assignability: CT95 shall have the unconditional right to assign its rights under this Agreement to any individual, entity or organization without the prior approval of the Borough.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth opposite the respective signatures set forth below.

Dated: January 20, 2022

The Borough of Freehold

By: 

Name:

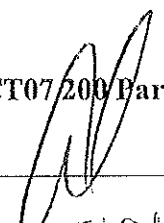
Kevin A. Kane

Title:

Mayor

Dated: February 7, 2022

CT95-CT07 200 Park LLC

By: 

Name:

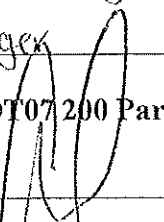
Carey Tafel

Title:

Manager

Dated: February 7, 2022

DT95-DT07 200 Park LLC

By: 

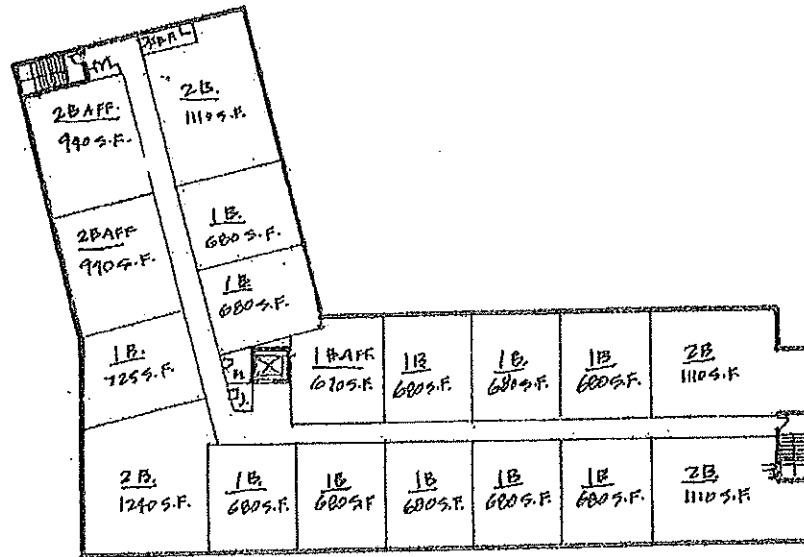
Name:

Carey Tafel

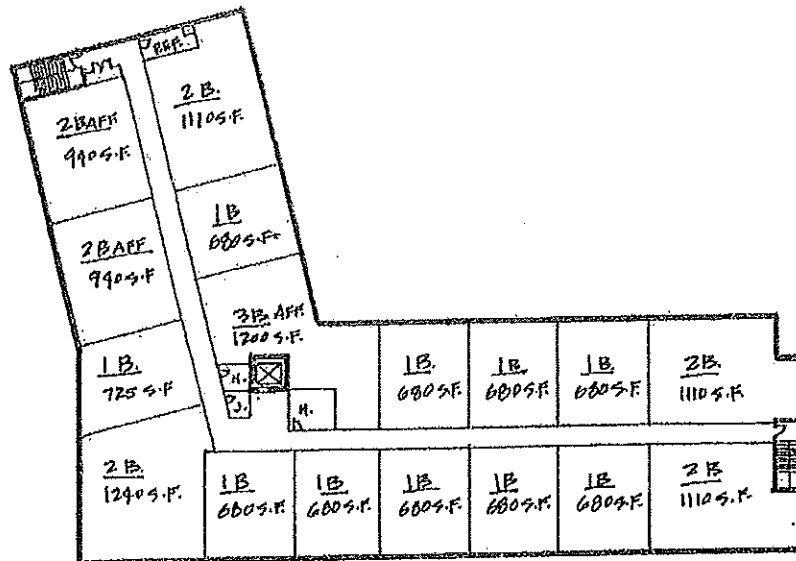
Title:

Manager

EXHIBIT A
CONCEPT PLAN



3RD FLOOR PLAN
SCALE: 1" = 30'



1ST 1/2ND FLOOR PLAN
SCALE: 1" = 30'

200 PARK AVE.
FREEHOLD, N.J.

SIT ARCHITECTS.
DESIGNED 8/25/21

UNIT	COAH	MBKT	TOTAL
1BR	1	31	32
2BR	6	12	18
3BR	2	—	2
	9	43	52

EXHIBIT B
BULK SCHEDULE

INSTRUCTIONS: The applicant is to estimate his required fees by filling in the first column. Two (2) checks are required with the application: one for application fees (Schedule A), and a second for escrow fees (Schedule B) both checks payable to the Borough of Freehold. Schedule A fees are non-refundable. Schedule B fees are used to offset the costs of professional reviews and inspections as permitted by law, and any remaining balance will be refunded to the Applicant upon completion of the project, or the withdrawal/denial of the project.

For major subdivisions and site plans, the final application and approval fee can be paid after preliminary approval, if desired. Inspection fees must be paid prior to the start of construction.

SCHEDULE A: NON-REFUNDABLE FEES

	<u>Fee</u>	<u>Applicant Estimate</u>	<u>Staff Review</u>
A. Publication of Notice of Any Decision	\$ 50.00	50.00	_____
B. List of Property Owners Within 200 ft.	\$ 0.25 per name, or \$10.00, whichever is greater.		
C. Minor Subdivision Approval:			
1. Each Informal Review	\$ 100.00	XX	XX
2. Application Fee	\$ 100.00	_____	_____
3. Plat Review Fee	\$ 200.00	_____	_____
D. Major Subdivision Approval:			
1. Each informal Review	\$ 100.00	XX	XX
2. Preliminary Application Fee	\$ 100.00 + \$200.00 per lot	_____	_____
3. Final Plat Application Fee	\$ 100.00 + \$100.00 per lot	_____	_____
E. Minor Site Plan Approval: (Less than 2,000 sq. ft. of building area, and five or fewer parking spaces):			
1. Each Informal Review	No Fee	_____	_____
2. Application Fee	\$ 100.00	_____	_____
3. Preliminary Review Fee	\$ 200.00	_____	_____
4. Final Review Fee	\$ 200.00	_____	_____
F. Waiver of Site Plan Detail Request	\$ 250.00	_____	_____
G. Major Site Plan Approval: (2,000 or more sq. ft. of building area and/or more than five parking spaces):			
1. Each Informal Review	\$ 100.00	100.00	_____
2. Preliminary Application Fee	\$ 100.00	100.00	_____
3. Preliminary Approval Review Fees:			
a. Residential - The sum of:			

I. For each new dwelling unit	\$ 50.00	<u>2,600.00</u>	
II. For each remodeled, reconstructed, refurbished or rehab dwelling unit	\$ 30.00		
III. For each new or additional parking space:			
a. First 100 spaces	\$ 25.00 ea.	<u>2,500.00</u>	
b. Over 100 spaces	\$ 20.00 ea.	<u>180.00</u>	
b. Other Uses	\$ 200.00 +		
(The sum of each of the following fees if applicable):			
I. For each full 1,000 sq. ft. of affected lot area (See (O) below):			
a. First 50,000 sq. ft.	\$ 10/1,000 sf.		
b. Over 50,000 sq. ft.	\$ 5/1,000 sf.		
II. For each full 1,000 sq. ft. proposed new gross floor area:			
a. First 50,000 sq. ft.	\$ 50/1,000 sf.		
b. Over 50,000 sq. ft.	\$ 20/1,000 sf.		
III. For each proposed new or additional parking spaces:			
a. First 100 spaces	\$ 20/sp		
b. Over 100 spaces	\$ 10/sp		
IV. For each 1,000 sq. ft. of remodeled existing gross floor area	\$ 10/1,000 sf.		
V. For each reconstructed, resurfaced or improved existing paved parking space	\$ 10/1,000 sf.		
4. Final Application Fee	\$ 200.00	<u>200.00</u>	
5. Final Approval Review Fees - fifty percent (50%) of fees for preliminary approval set forth above.			

\$2840.00

H. **Variances:**

1. Appeals (N.J.S.A.40:550-70a):			
a. Single family residential uses	\$ 100.00		
b. Other	\$ 200.00		
2. Interpretation of the Land Use Ordinance or Map (N.J.S.A.40:55D-70b)	\$ 250.00		
3. Hardship or Bulk Variance, (N.J.S.A.40:55D-70c):			
a. Single-family residential uses	\$ 200.00		
b. Other	\$ 300.00		
4. Use Variance (N.J.S.A.40:55D-70d)			
a. Proposed single-family residential use	\$ 250.00		
b. Other Uses	\$ 500.00		

I. **Conditional Uses:** \$ 500.00

J. **Public Hearing fee for those development applications requiring Notice of Public Hearing** \$ 100.00 100.00

K. **Change of Master Plan or Zone District Request** \$ 200.00

	<u>Fee</u>	<u>Applicant Estimate</u>	<u>Staff Review</u>
L. Environmental Impact Statement (EIS):			
1. Required E.I.S.	\$ 500.00		
2. For request of waiver of E.I.S.	\$ 200.00	<u>200.00</u>	<u> </u>
M. Revised Plats: Any proposed revisions to a plat, including all supporting maps and documents previously approved by the Reviewing Board which approval is still in effect, shall require submission of revised plat and payment of fees in accordance with the following and with sufficient copies of the revised plans:			
1. Additional information or changes requested by the Reviewing Board or Borough Engineer	NO FEE	XX	XX
2. Minor changes which do not involve any additional building or parking or significant change in the design of the site or subdivision	\$ 50.00	<u> </u>	<u> </u>
2. Changes which involve additional buildings or parking or a significant change in the design of the site or subdivision, an application and application fee equal to one-half the fee required for the initial submission.		<u> </u>	<u> </u>
4. A change in use and/or major alteration of the design concepts of the plat shall be considered a new application.			
N. Request for Re-approval or Extensions of Time Where No Change is Required:			
1. Minor Subdivision - Re-approval Only	\$ 200.00	<u> </u>	<u> </u>
2. Major Subdivision and site plans	\$ 400.00	<u> </u>	<u> </u>
3. Other applications for development (Soil removal, etc.)	\$ 100.00	<u> </u>	<u> </u>
O. Site Plan Charges Computation:			
In cases where only a portion of a parcel or site are to be involved in the proposed site plan, the charge shall be based upon an area extending twenty feet (20 ft.) outside the limits of all construction, including grading and landscaping, as well as other areas on the site the Borough Engineer believes are reasonably affected by the development application. The twenty feet (20 ft.) around the disturbed area shall not extend beyond the property lines. The Borough may still require reasonable improvements and upgrading to portions of the site not within the disturbed or affected area.			

BLOCK 117LOT 21

	<u>Fee</u>	<u>Applicant Estimate</u>	<u>Staff Review</u>
P. Zoning Permits:	\$ 50.00	_____	_____
Q. Sign Appeals	\$ 100.00	_____	_____
R. Review of Sales Map	\$ 450.00	<u>450.00</u>	_____
S. Street Signs	Actual Cost	_____	_____
T. Review by Technical Review Committee prior to Formal Application	\$ 100.00/session	_____	_____
 TOTAL APPLICATION FEES:		 <u>\$ 9,360.00</u> 9,320. ⁰⁰	 _____

SCHEDULE B: ESCROW FEES

	<u>Fee</u>	<u>Escrow To Be Posted</u>	<u>Staff Review</u>
RESIDENTIAL DEVELOPMENT:			
Minor Subdivisions	\$ 1,500.00	_____	_____
Major Subdivisions:			
0 - 5 Units or Lots	2,500.00	_____	_____
6 - 25 Units or Lots	3,000.00	_____	_____
26 or More Units or Lots	7,000.00	_____	_____
SITE PLAN APPLICATION NOT INVOLVING STRUCTURES, ACRES			
0 - 3	5,000.00	_____	_____
3 +	8,000.00	_____	_____
Site Plan Application Not Involving Structures - Total Floor Plan:			
1,250 - 1,999 sq. ft.	2,000.00	_____	_____
2,000 - 20,000 sq. ft.	4,000.00	_____	_____
20,000+ sq. ft.	8,500.00	<u>8,500.00</u>	_____
VARIANCE - USE/BULK	2,500.00	<u>2,500.00</u>	_____
Minimum Escrow for those Applications not governed by other Escrow accounts	1,500.00	_____	_____
Interpretations/Sign Applications	1,500.00	_____	_____
Any action requiring a Written Resolution by the Reviewing Board:			
Conditional Use	1,500.00	_____	_____
TOTAL ESCROW FEES:		\$ <u>11,000.00</u>	_____

NOTE: SEPARATE CHECKS REQUIRED FOR THE APPLICATION FEE AND ESCROW FEE.