

VOGEL, CHAIT, COLLINS AND SCHNEIDER
A Professional Corporation
Attorneys at Law
25 Lindsley Drive, Suite 200
Morristown, NJ 07960

Telephone (973) 538-3800 FAX: (973) 538-3002

NEWTON PLANNING BOARD
39 TRINITY STREET
NEWTON NJ 07860

Page: 1
February 02, 2018
FILE : 13824-131
POR / INVOICE 89835

120 WEST END LLC

Fees

		Hours	
01/02/2018	Review of letter and e-mails regarding matter	0.10	
01/15/2018	Brief review of materials forwarded by Ms. Citterbart regarding new application. E-mail inquiry regarding same. Review of e-mail of Ms. Caldwell.	0.30	
	CURRENT FEES:	0.40	60.00
	Hourly Summary		
	<u>Attorney</u>	<u>Hours</u>	<u>Rate</u>
	DAVID H. SOLOWAY	0.40	\$150.00
			<u>Total</u>
			\$60.00
	TOTAL BILLING AMOUNT:		60.00
	TOTAL AMOUNT DUE:		<u>\$60.00</u>

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Page: 1
March 05, 2018
FILE : 13824-131
POR / INVOICE 90107

120 WEST END LLC

Fees

		Hours	
02/20/2018	Refresher review of submission to prepare for TRC meeting.	0.10	
02/21/2018	Participation in TRC meeting discussing application, etc.	0.50	
	CURRENT FEES:	0.60	90.00

Hourly Summary

Attorney	Hours	Rate	Total
DAVID H. SOLOWAY	0.60	\$150.00	\$90.00

TOTAL BILLING AMOUNT: 90.00

PREVIOUS BALANCE \$60.00

TOTAL AMOUNT DUE: \$150.00

Past Due Amounts

0-30	31-60	61-90	91-120	121-180	181+
90.00	60.00	0.00	0.00	0.00	0.00

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February 02, 2018
FILE : 13824-132
POR / INVOICE 89836

ROCKYWOOD PROPERTY LLC #MSV-2-2018

Fees

		Hours	
01/15/2018	Initial review of application submission. Related ordinance review. Preparation of list of questions/open items	0.60	
01/16/2018	Telephone conference with Ms. Citterbart regarding various matters pertaining to application. Review of related e-mail	0.10	
	CURRENT FEES:	0.70	105.00

Hourly Summary

<u>Attorney</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
DAVID H. SOLOWAY	0.70	\$150.00	\$105.00

TOTAL BILLING AMOUNT: 105.00

TOTAL AMOUNT DUE: \$105.00

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NEWTON PLANNING BOARD
39 TRINITY STREET
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Page: 1
March 05, 2018
FILE : 13824-132
POR / INVOICE 90108

ROCKYWOOD PROPERTY LLC #MSV-2-2018

Fees

		Hours	
02/20/2018	Refresher review of submission and relevant ordinance provisions to prepare for TRC meeting.	0.40	
02/21/2018	Participation in TRC meeting discussing application, etc.	0.60	
	CURRENT FEES:	1.00	150.00

Hourly Summary

<u>Attorney</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
DAVID H. SOLOWAY	1.00	\$150.00	\$150.00

TOTAL BILLING AMOUNT: 150.00

PREVIOUS BALANCE \$105.00

TOTAL AMOUNT DUE: \$255.00

Past Due Amounts

<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
150.00	105.00	0.00	0.00	0.00	0.00

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NEWTON PLANNING BOARD
39 TRINITY STREET
NEWTON NJ 07860

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April 04, 2018
FILE : 13824-132
POR / INVOICE 90396

ROCKYWOOD PROPERTY LLC #MSV-2-2018

Fees

		Hours	
03/09/2018	Review of e-mail regarding lot numbers to remain same after subdivision.	0.10	
03/27/2018	Review of application submission. E-mail regarding ownership inquiry.	0.60	
03/28/2018	Telephone conference with Ms. Citterbart regarding ownership inquiry.	0.10	
	CURRENT FEES:	0.80	120.00

Hourly Summary

<u>Attorney</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
DAVID H. SOLOWAY	0.80	\$150.00	\$120.00

TOTAL BILLING AMOUNT: 120.00

PREVIOUS BALANCE \$255.00

Payments

03/05/2018	FEE PAYMENT RECEIVED - THANK YOU	-105.00
04/02/2018	FEE PAYMENT RECEIVED - THANK YOU	-150.00
	TOTAL PAYMENTS	-255.00

TOTAL AMOUNT DUE: \$120.00

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February 02, 2018
FILE : 13824-133
POR / INVOICE 89837

NORTH JERSEY HEALTH CARE PROPERTIES #SV-1-2018

Fees

Hours

01/12/2018	Commence review of application materials preparatory to TRC meeting. Related ordinance review	0.70	
01/15/2018	Complete initial review of application materials and included reports. Related ordinance review regarding bulk violation.	0.90	
01/16/2018	Review of "will serve" letter as to sanitary service.	0.10	
01/18/2018	Telephone conference with Ms. Citterbart regarding applicant's request to expedite and possible by-pass TRC, etc. Related review of TRC ordinance. Related telephone conference with Mr. Simmons.	0.40	
01/19/2018	Review of e-mail of Ms. Citterbart suggesting process for moving forward, along with response to same. Related e-mail to Mr. Simmons. Review of response.	0.20	
01/22/2018	Review of report of Mr. Simmons. Preparation of comments regarding same. Review of response, etc.	0.30	
01/26/2018	Review of letter of Administrative Disapproval issued by County Planning Board.	0.10	
01/31/2018	Review of various e-mails of Ms. Citterbart and applicant's engineer. Response regarding same.	0.20	
	CURRENT FEES:	2.90	435.00

Hourly Summary

<u>Attorney</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
DAVID H. SOLOWAY	2.90	\$150.00	\$435.00

TOTAL BILLING AMOUNT: 435.00

TOTAL AMOUNT DUE: \$435.00

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NEWTON PLANNING BOARD
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March 05, 2018
FILE : 13824-133
POR / INVOICE 90109

NORTH JERSEY HEALTH CARE PROPERTIES #SV-1-2018

Fees

		Hours	
02/06/2018	Review of voice mail of attorney for applicant. Telephone conference with attorney for applicant. Telephone call to and telephone conference with Ms. Citterbart regarding conversation with attorney, etc.	0.30	
02/09/2018	Review of application meeting package forwarded by Ms. Citterbart with amendment letter of attorney for applicant and additional variance justification, etc.	0.40	
02/12/2018	Review of hearing notice and related e-mail of Board Secretary. Response to e-mail	0.20	
02/15/2018	Review and mark-up of report of Mr. Simmons. Review of proof of notice, etc. Telephone call to and telephone conference with attorney for applicant. Review of ordinance regarding parking requirements.	0.70	
02/16/2018	Initial review of report of Ms. Caldwell. Further review and mark-up of same. Review of plans regarding easement inquiry. E-mail to Ms. Caldwell regarding same. Review of response.	0.40	
02/20/2018	Refresher review of submission, professional reports and relevant ordinance provisions to prepare for TRC meeting and Board hearing. Related telephone conference with Mr. Simmons.	0.50	
02/21/2018	Participation in TRC meeting discussing application, etc.	0.60	
02/22/2018	Review of e-mail of attorney for applicant. Response to same.	0.10	
02/28/2018	Commence work on proposed Resolution. Related review of application submission, professional reports, relevant ordinances and hearing notes.	1.00	
CURRENT FEES:		4.20	630.00

Hourly Summary

<u>Attorney</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
DAVID H. SOLOWAY	4.20	\$150.00	\$630.00

NORTH JERSEY HEALTH CARE PROPERTIES #SV-1-2018

TOTAL BILLING AMOUNT:	630.00
PREVIOUS BALANCE	\$435.00
TOTAL AMOUNT DUE:	<u>\$1,065.00</u>

Past Due Amounts					
<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
630.00	435.00	0.00	0.00	0.00	0.00

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NEWTON PLANNING BOARD
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April 04, 2018
FILE : 13824-133
POR / INVOICE 90397

NORTH JERSEY HEALTH CARE PROPERTIES #SV-1-2018

Fees

		Hours	
03/02/2018	Continuing work on Resolution.	1.30	
03/05/2018	Continuing work on proposed Resolution.	0.80	
03/06/2018	Complete initial draft of proposed Resolution.	1.00	
03/09/2018	Revisions to initial draft of proposed Resolution.	0.90	
03/12/2018	Further revision and editing work regarding proposed Resolution.	0.40	
03/13/2018	Final editing of proposed Resolution. Attend to forwarding same to Board Secretary and professionals for review.	0.40	
03/14/2018	Review of comment of Mr. Simmons regarding proposed Resolution. Attend to making requested revision and transmitting revised draft to Board. Review of comment of Ms. Caldwell. E-mail to attorney for applicant transmitting proposed Resolution.	0.40	
03/19/2018	Telephone conference with Mr. Simmons regarding applicant's desire to relocate generator and ramifications of same. Review of e-mail of attorney for applicant. Telephone conference with Ms. Citterbart. Review of ordinance regarding location requirements, etc. Related e-mail to Mr. Simmons regarding possible need for variance. Review of voice mail of Mr. Simmons. Telephone call to Mr. Simmons regarding same.	0.70	
	CURRENT FEES:	5.90	885.00

Hourly Summary

Attorney	Hours	Rate	Total
DAVID H. SOLOWAY	5.90	\$150.00	\$885.00

TOTAL BILLING AMOUNT: 885.00

PREVIOUS BALANCE \$1,065.00

NORTH JERSEY HEALTH CARE PROPERTIES #SV-1-2018

Payments

03/05/2018	FEE PAYMENT RECEIVED - THANK YOU	-435.00
04/02/2018	FEE PAYMENT RECEIVED - THANK YOU	-630.00
	TOTAL PAYMENTS	-1,065.00
	TOTAL AMOUNT DUE:	<u>\$885.00</u>

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April 04, 2018
FILE : 13824-134
POR / INVOICE 90398

JAMES G. DEVINE #ASP-3-2018

Fees

		Hours	
03/09/2018	Review of application materials	0.60	
03/12/2018	Telephone conference with Ms. Citterbart regarding TRC and related scheduling inquiries. Telephone conference with Ms. Citterbart regarding notice inquiry.	0.30	
03/14/2018	Telephone conference with Mr. Devine regarding notice inquiry	0.10	
03/27/2018	Review of application package forwarded by Board Secretary. E-mail to Mr. Simmons regarding inquiry as to recorded easement.	0.50	
	CURRENT FEES:	1.50	225.00

Hourly Summary

<u>Attorney</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
DAVID H. SOLOWAY	1.50	\$150.00	\$225.00

TOTAL BILLING AMOUNT: 225.00

TOTAL AMOUNT DUE: \$225.00

VOGEL, CHAIT, COLLINS AND SCHNEIDER

A PROFESSIONAL CORPORATION

ARNOLD H. CHAIT
THOMAS F. COLLINS, JR.
RICHARD L. SCHNEIDER
DAVID H. SOLOWAY
THOMAS J. MOLICA, JR.

ATTORNEYS AT LAW

25 LINDSLEY DRIVE, SUITE 200
MORRISTOWN, NEW JERSEY 07960-4454

(973) 538-3800

E-MAIL: DSOLOWAY@VCCSLAW.COM

TELECOPIERS

(973) 538-3002

(973) 538-8225

ΔMEMBER N. J., N.Y. & GA. BARS

VISIT THE FIRM'S WEBSITE AT VCCSLAW.COM

April 27, 2018

VIA FEDERAL EXPRESS

Terri Oswin, Deputy Municipal Clerk
Town of Newton
39 Trinity Street
Newton, New Jersey 07860

Re: OPRA Request

Dear Terri:

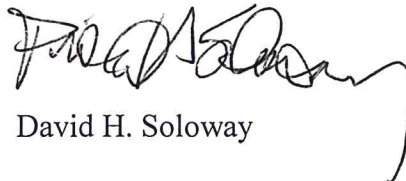
Enclosed please find documents responding to the OPRA request you recently forwarded. They break down into three categories.

1. Planning Board invoices paid out of applicant escrow accounts;
2. Invoices where the services are rendered on behalf of the Board/Town with the Town as the payor; and
3. Settlement agreements, such as they are, relating to Hillside Avenue Associates, Kattermann and Schepis.

If you have any questions or need anything else, please let me know.

Very truly yours,

VOGEL, CHAIT, COLLINS AND SCHNEIDER
A Professional Corporation



David H. Soloway

DHS:lf
Enc.

BENEDICT V. ASPERO, ESQ., P.C.

A PROFESSIONAL CORPORATION

Counsellor at Law

P.O. Box 1573

Morristown, New Jersey 07962-1573

(973) 829-1060

Attorneys for Plaintiff

HILLSIDE AVENUE ASSOCIATES,**Plaintiff,****v.****PLANNING BOARD OF NEWTON, JEFF
LUTZ and JENNY LUTZ and TOWN OF
NEWTON,****Defendants.****SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: SUSSEX COUNTY
DOCKET NO.: SSX-L-869-11****Civil Action****STIPULATION OF DISMISSAL**

The matter in difference in the above-entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the claims by the Plaintiff, **HILLSIDE AVENUE ASSOCIATES**, against Defendants **PLANNING BOARD OF NEWTON, JEFF LUTZ and JENNY LUTZ and TOWN OF NEWTON**, are hereby dismissed in their entirety with prejudice and without attorneys' fees and/or costs against any party.

Benedict V. Aspero, Esq., P.C.

By: *Benedict V. Aspero*

Benedict V. Aspero, Esq.

Date: August 28, 2013

Morris, Downing & Sherred, LLP

By: _____

Angela C. Paternostro-Pfister, Esq.

Dated: August ___, 2013

Vogel, Chait, Collins, and Schneider

By: *David H. Soloway*

David H. Soloway, Esq.

Dated: ^{September} ~~August~~ 3, 2013

BENEDICT V. ASPERO, ESQ., P.C.

A PROFESSIONAL CORPORATION

Counselor at Law

P.O. Box 1573

Morristown, New Jersey 07962-1573

(973) 829-1060

Attorneys for Plaintiff

HILLSIDE AVENUE ASSOCIATES,

Plaintiff,

v.

**PLANNING BOARD OF NEWTON, JEFF
LUTZ and JENNY LUTZ and TOWN OF
NEWTON,**

Defendants.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: SUSSEX COUNTY
DOCKET NO.: SSX-L-869-11**

Civil Action

STIPULATION OF DISMISSAL

The matter in difference in the above-entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the claims by the Plaintiff, **HILLSIDE AVENUE ASSOCIATES**, against Defendants **PLANNING BOARD OF NEWTON, JEFF LUTZ and JENNY LUTZ and TOWN OF NEWTON**, are hereby dismissed in their entirety with prejudice and without attorneys' fees and/or costs against any party.

Benedict V. Aspero, Esq., P.C.

By: _____

Benedict V. Aspero, Esq.

Date: August __, 2013

Morris, Downing & Sherred, LLP

By: _____

Angela C. Paternostro-Pfister, Esq.

Dated: August 9, 2013
Scanned

Vogel, Chait, Collins, and Schneider

By: _____

David H. Soloway, Esq.

Dated: August __, 2013

Rabner Allcorn Baumgart & Ben-Asher

A Professional Corporation
52 Upper Montclair Plaza
Upper Montclair, NJ 07043
Phone: (973) 744-4000
TIN: 22-2862390

August 11, 2011

David H. Soloway, Esq.
Vogel Chait Collins & Schneider
25 Lindsley Drive, Ste 200
Morristown, NJ 07960-4454

Mediation Services Rendered
Kattermann v Newton Zoning Board of Adjustment
Our File Number: 13072.136

Defendant's One-Third Share of Services <i>(Refer to attached itemization for details)</i>	\$75.00
Balance Due	\$75.00

Thank You!

*Please reference our file number on your check.
Your check should be made payable to and sent to:*

Rabner Allcorn Baumgart & Ben-Asher PC
52 Upper Montclair Plaza
Upper Montclair, NJ 07043

MEDIATION SETTLEMENT TERMS

April 6, 2011

These Mediation Settlement Terms concern Docket Numbers L-000803-10, L-000936-10, L-001086-10 referred to mediation, which were initially mediated at the offices of Vogel Chait Collins & Schneider in Morristown, New Jersey on March 2, 2011, in the presence of Mediator David Owen, Esq., and which were subsequently mediated in follow-up negotiations with David Owen, Esq. throughout March 2011. The Mediation Settlement Terms are as follows:

1. Kattermann/Reinhardt (KR) shall pay Radzelovage/Nardino (RN) \$60,000 for a deed acceptable to KR's title company, including an affidavit of title, and with customary closing adjustments (realty transfer fee is only item to be paid by RN), in exchange for the parcel described in the annexed exhibit. The description of the parcel and the survey or map depicting the parcel will be prepared by Catalano at KR's cost.
2. The settlement is contingent upon the grant of a subdivision and variance to RN to allow an eight-foot fence to be installed on RN's property along the required setback from the common property lines of RN and KR, consistent with Newton Zoning Ordinance 20-5.20 and without any further requirements imposed by the Planning Board other than standard conditions such as review of Deeds by the Board Professionals, approval by any and all other jurisdictions, if any; and that real estate taxes be paid in full.
3. Closing will take place after Newton Planning Board final unappealed approval for the subdivision and the fence variance. "Final unappealed approval" means that no person or entity commences or files any appeal, complaint, or challenge to the Newton Planning Board approval within the 45-day appeal period. Richard Clark will make a joint application for this relief on behalf of KR and RN as part of a "Whispering Woods" (court case) settlement, in which the Board may merge KR's three lots (house, garage, and access strip) or otherwise determine that the three lots must be owned or conveyed together. KR shall allow RN's fence installers to step onto and to maneuver on KR's property, if necessary and as reasonably required, in connection with installation of the fence. Richard Clark's presentation of a joint application on behalf of KR and RN shall not disqualify or prevent Richard Clark or his law firm from continuing to represent KR in the subject litigations in the event that not all settlement terms are met and settlement is not completed.
4. RN will relinquish any rights to ownership or use of the property being conveyed to KR and will further relinquish any rights to use the remainder of the existing 15 feet wide easement running from the property being conveyed to Clarkson Street.

5. The Newton Planning Board application fees for the joint application will be waived and KR will pay \$1,500 escrow deposit towards costs for application, deed review and adoption of the resolution by the Board Professionals. RN shall not have any Newton Planning Board application expense. If approved, RN will request the Appellate Division for a stay for time to complete this settlement, provided the Board Resolution approving the application and settlement is adopted at the April 20, 2011, meeting.
6. Upon Town of Newton and Newton Planning Board approval of the settlement and Newton Planning Board final unappealed approval (as defined above) of the subdivision and the fence variance, and also upon the purchase and sale of the property, all litigation of any kind, including civil, municipal court, zoning or criminal complaints, shall be dismissed with prejudice. Until such time, the parties may continue to file briefs in Docket No. A-001415-10T2, and so long as the parties are proceeding diligently to carry out the terms of this settlement, RN agrees to stay the time for oral argument and decision in Docket No. A-001415-10T2.
7. The parties shall execute general releases in favor of all parties.
8. The settlement is contingent upon the Town of Newton and the Newton Planning Board approving the settlement among the parties and giving the approvals described above. The settlement is also contingent upon the approvals being unappealed as described above. The Town of Newton and Newton Planning Board understand and agree that any approvals granted shall become null and void should an appeal, complaint or challenge be filed negating the settlement, or in the event the subdivision is not perfected and KR and RN fail to close in accordance with paragraph one above. The Resolution shall so provide as one of its terms.
9. These Mediation Settlement Terms shall be binding upon the parties only upon the signing of same by all of the parties, and without such signatures these Mediation Settlement Terms shall be inadmissible in any proceeding.
10. The Mediator's fees shall be shared equally among the parties as set forth in the countersigned correspondence from David Owen, Esq. to Richard I. Clark, Esq., David H. Soloway, Esq., and Marie D. Nardino, Esq. dated February 25, 2011.

Patricia Kattermann

William Radzelovage

Town of Newton


Dated: 4/7/11

Dated:

By: 
Dated: 4/11/11

Thomas Reinhardt

Marie D. Nardino

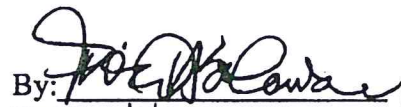
Town of Newton
Planning Board
as successor to
Zoning Board of Adjustment



Dated:

4-7-2011

Dated:



By:

Dated: 4/11/11

(which consents to parags.
2, 3, 4, 5, 6, 7, 8, and 9 and
which takes no position
as to the other parags.)

MDC:RIC

N:\USERS\Clinta\6429-6 Radzelvog-Nardino v ZB\Mediation\2011.04.01 Mediation Settlement Terms-Owen-rev.4-5.11-RIC.doc
04/07/11

MEDIATION SETTLEMENT TERMS

April 6, 2011

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1. Kattermann/Reinhardt (KR) shall pay Radzelovage/Nardino (RN) \$60,000 for a deed acceptable to KR's title company, including an affidavit of title, and with customary closing adjustments (realty transfer fee is only item to be paid by RN), in exchange for the parcel described in the annexed exhibit. The description of the parcel and the survey or map depicting the parcel will be prepared by Catalano at KR's cost.
2. The settlement is contingent upon the grant of a subdivision and variance to RN to allow an eight-foot fence to be installed on RN's property along the required setback from the common property lines of RN and KR, consistent with Newton Zoning Ordinance 20-5.20 and without any further requirements imposed by the Planning Board other than standard conditions such as review of Deeds by the Board Professionals, approval by any and all other jurisdictions, if any; and that real estate taxes be paid in full.
3. Closing will take place after Newton Planning Board final unappealed approval for the subdivision and the fence variance. "Final unappealed approval" means that no person or entity commences or files any appeal, complaint, or challenge to the Newton Planning Board approval within the 45-day appeal period. Richard Clark will make a joint application for this relief on behalf of KR and RN as part of a "Whispering Woods" (court case) settlement, in which the Board may merge KR's three lots (house, garage, and access strip) or otherwise determine that the three lots must be owned or conveyed together. KR shall allow RN's fence installers to step onto and to maneuver on KR's property, if necessary and as reasonably required, in connection with installation of the fence. Richard Clark's presentation of a joint application on behalf of KR and RN shall not disqualify or prevent Richard Clark or his law firm from continuing to represent KR in the subject litigations in the event that not all settlement terms are met and settlement is not completed.
4. RN will relinquish any rights to ownership or use of the property being conveyed to KR and will further relinquish any rights to use the remainder of the existing 15 feet wide easement running from the property being conveyed to Clarkson Street.

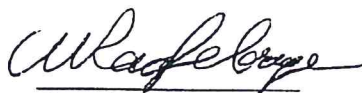
5. The Newton Planning Board application fees for the joint application will be waived and KR will pay \$1,500 escrow deposit towards costs for application, deed review and adoption of the resolution by the Board Professionals. RN shall not have any Newton Planning Board application expense. If approved, RN will request the Appellate Division for a stay for time to complete this settlement, provided the Board Resolution approving the application and settlement is adopted at the April 20, 2011, meeting.
6. Upon Town of Newton and Newton Planning Board approval of the settlement and Newton Planning Board final unappealed approval (as defined above) of the subdivision and the fence variance, and also upon the purchase and sale of the property, all litigation of any kind, including civil, municipal court, zoning or criminal complaints, shall be dismissed with prejudice. Until such time, the parties may continue to file briefs in Docket No. A-001415-10T2, and so long as the parties are proceeding diligently to carry out the terms of this settlement, RN agrees to stay the time for oral argument and decision in Docket No. A-001415-10T2.
7. The parties shall execute general releases in favor of all parties.
8. The settlement is contingent upon the Town of Newton and the Newton Planning Board approving the settlement among the parties and giving the approvals described above. The settlement is also contingent upon the approvals being unappealed as described above. The Town of Newton and Newton Planning Board understand and agree that any approvals granted shall become null and void should an appeal, complaint or challenge be filed negating the settlement, or in the event the subdivision is not perfected and KR and RN fail to close in accordance with paragraph one above. The Resolution shall so provide as one of its terms.
9. These Mediation Settlement Terms shall be binding upon the parties only upon the signing of same by all of the parties, and without such signatures these Mediation Settlement Terms shall be inadmissible in any proceeding.
10. The Mediator's fees shall be shared equally among the parties as set forth in the countersigned correspondence from David Owen, Esq. to Richard I. Clark, Esq., David H. Soloway, Esq., and Marie D. Nardino, Esq. dated February 25, 2011.

Patricia Kattermann

William Radzelovage

Town of Newton

Dated:


Dated: 12 APR 2011

By: _____
Dated: _____

Thomas Reinhardt

Marie D. Nardino

Town of Newton
Planning Board
as successor to
Zoning Board of Adjustment

Dated:


Dated: 4/12/11

By: _____
Dated:
(which consents to parags.
2, 4, 5, 6, 7, 8, and 9 and
which takes no position
as to the other parags.)

MDC:RIC
N:\USERS\Clients\6429-6 Radzelvog-Nardino v ZB\Mediation\2011.04.01 Mediation Settlement Terms-Owen-rev.4-5.11-RIC.doc
04/07/11

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(973) 538-3800
Attorneys for Defendant
Town of Newton Planning Board

FRANCESCO SCHEPIS and
MARIA SCHEPIS,

Plaintiffs,

vs.

TOWN OF NEWTON PLANNING
BOARD and THE NEWTON THEATRE
COMPANY, LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: SUSSEX COUNTY
Docket No. SSX-L-786-11

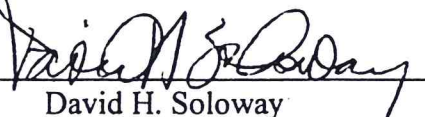
Civil Action

STIPULATION OF DISMISSAL

The matter in difference in the above entitled action having been amicably adjusted by and between Plaintiff and Defendant Town of Newton Planning Board, it is hereby stipulated and agreed that the Complaint as against the Defendant Town of Newton Planning Board hereby is dismissed without prejudice and without costs against either party.

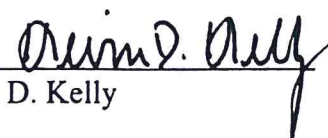
In consideration of the foregoing, the Defendant Town of Newton Planning Board hereby agrees not to pursue any claim for reimbursement of attorney's fees or costs against Plaintiff arising out of or relating to the filing of the Complaint that is being dismissed pursuant to this Stipulation.

VOGEL, CHAIT, COLLINS AND
SCHNEIDER, P.C.
Attorneys for Town of Newton Planning
Board

By: 

David H. Soloway

KELLY & WARD, L.L.C.
Attorneys for Francesco Schepis and
Maria Schepis

By: 

Kevin D. Kelly

Dated: September 11, 2012