

Savo Schalk Tax Court Settlements 2023

2022

2022 Tax Appeal - CNL BWT HTL c/o CNL HOSP PART c/o EPROP TX (700 Commons Way Blk 552 Lot 1) - [Withdrawn](#)

2022 Tax Appeal - Lavecchia, Gerald T. & Angela L. - 3 Buchman Court (Blk 904, Lot 36.01) – [Settled](#)

2022 Tax Appeal - Desai, Snehal & Mukesh 56 Blazier Road (Blk 907, Lot 60.08) - [Settled](#)

2022 Tax Appeal - Kapoor, Kusum & Anil 612 Emerald Trail (Blk 807, Lot 34) – [Settled](#)

2022 Tax Appeal - Route 206 Associates 685 Route 202/206 (Blk 476, Lot 25) - [Withdrawn](#)

2022 Tax Appeal - TD Bank, NA #TDE0429 560 Route 22 (Blk 400, Lot 7.07) - [Settled](#)

2022 Tax Appeal - Wimcore Portfolio Owner by MetLife Tenant - 501 Route 22 (Blk 408, Lot 6.20) - [Settled](#)

2022 Tax Appeal - Asset One Corp - Route 202/206 (Block 477, Lot 10.01) - [Withdrawn](#)

2022 – Sarabudla, Aaja – 64 Prospect Avenue (Block 534, Lot 1) [settled](#)

2023

2023 Tax Appeal - TD Bank, NA #TDE0429 560 Route 22 (Block 400 Lot 7.07) – [Settled](#)

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Mutual General Release is dated and made effective the 10th day of November, 2022 (the "Effective Date"), by and between **THE TOWNSHIP OF BRIDGEWATER** (hereinafter referred to as "Plaintiff") and **GURU REALTY, LLC** (hereinafter referred to as "Defendant").

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon receipt by its attorneys of an executed version of this Settlement Agreement and Mutual General Release by defendant, plaintiff shall:
 - a) Forward a copy of a proposed resolution, attached hereto as **Exhibit A**, to the Clerk of the Township of Bridgewater for inclusion on the next Township Council meeting agenda, authorizing the Mayor to enter into this settlement agreement and mutual general release;
 - b) Failure of the Township Council to authorize the execution of this agreement or authorize receipt of any settlement funds shall make this Settlement Agreement and Mutual General Release void and unenforceable. The validity of this Settlement Agreement and Mutual General Release is expressly contingent on approval from the Township's governing body and its authorizing the Mayor and Clerk to effectuate the settlement.
2. Upon passage of the proposed resolution attached hereto as Exhibit A and the execution of this settlement agreement and mutual general release by the appropriate parties, copies of same shall be provided from plaintiff to defendant. Upon confirmation that the governing body authorized the settlement, defendant shall pay to plaintiff, via certified check or money order, settlement funds of \$27,000.00 as follows in an installment plan:
 - a) \$4,500.00 payable to the Township of Bridgewater within thirty (30) days of execution of the settlement;
 - b) A second installment of \$4,500.00 payable to the Township of Bridgewater within sixty (60) days of execution of the settlement;
 - c) A third installment of \$4,500.00 payable to the Township of Bridgewater within ninety (90) days of execution of the settlement;

- d) A fourth installment of \$4,500.00 payable to the Township of Bridgewater within one-hundred twenty (120) days of execution of the settlement;
- e) A fifth installment of \$4,500.00 payable to the Township of Bridgewater within one-hundred fifty (150) days of execution of the settlement; and
- f) A sixth and final installment of \$4,500.00 payable to the Township of Bridgewater within one-hundred eighty (180) days of execution of the settlement. Thus, defendant shall pay plaintiff \$27,000.00 in settlement funds at thirty day intervals over the course of one-hundred eighty days following execution of this agreement. Once the final payment is received such that the defendant has paid the full settlement sum of \$27,000.00 to plaintiff, plaintiff shall withdraw any pending zoning violations or penalties in the Bridgewater Municipal Court, as this agreement is meant to be a global settlement of both the Chancery Division Action entitled The Township of Bridgewater v. Guru Realty, LLC, SOM-C-12033-21 and any/all pending municipal court matters.
- g) Upon signing of this agreement, the parties agree to execute a stipulation of dismissal for the Chancery Division Action.

3. In addition to supplying the settlement funds to plaintiff at the schedule noted above in #2, defendant shall undertake additional remediation efforts to remove all remaining landscaping debris currently on site such that the site is flat and back to the pre-importation topography prior to the importation of the debris and dumping of piles onsite. Said removal of the remaining piles of debris must be completed within sixty (60) days following the execution of this agreement, with reasonable flexibility allotted to defendant should weather interfere. Once the material has been removed and the site has returned to a relatively flat, pre-importation state, defendant shall begin working with the New Jersey DEP to execute a revised or new administrative consent order to remediate the complained-of flood hazard and wetlands violations. Defendant shall include the Township as a copied party during all discussions with the DEP, and this agreement in no way represents a waiver of the Township's right to enforce its zoning ordinance. All subsequent development of this site shall be subject to the Township's zoning, site plan, and/or subdivision ordinance and the processes and procedures required thereby.

4. Plaintiff hereby releases and fully discharges Defendant and its respective parents, affiliates, subsidiaries, successors, owners, shareholders, directors, partners, members, managers, agents, employees, past employees, representatives, attorneys, insurers, and assigns from any and all actual or potential claims, disputes, damages, demands, causes of action and liabilities of any nature whatsoever, whether based on contract, tort, or statute, or other legal or equitable theory of recovery, whether known or unknown, whether currently existing or arising hereafter, and whether foreseen or unforeseen, in any way arising from, by reason of, or relating to any and all acts or

omissions of Defendant before the Effective Date of this Settlement Agreement and Mutual General Release.

Defendant hereby releases and fully discharges Plaintiff and its respective parents, affiliates, subsidiaries, successors, owners, shareholders, directors, partners, members, managers, agents, employees, past employees, representatives, attorneys, insurers, and assigns from any and all actual or potential claims, disputes, damages, demands, causes of action and liabilities of any nature whatsoever, whether based on contract, tort, or statute, or other legal or equitable theory of recovery, whether known or unknown, whether currently existing or arising hereafter, and whether foreseen or unforeseen, in any way arising from, by reason of, or relating to any and all acts or omissions of Plaintiff before the Effective Date of this Settlement Agreement and Mutual General Release, including without limitation any and all counter-claims that were or that could have been included in a lawsuit.

5. Each party shall bear its own costs and expenses, including without limitation, attorneys' fees, discretionary costs, expert fees, and costs of investigation.

6. The parties hereto understand and agree that this Settlement Agreement and Mutual General Release is a compromise of disputed claims and shall not be construed as an admission of any wrongdoing on the part of either party. Liability on the part of any of the parties released is expressly denied. Nothing contained herein is intended or shall be construed as an admission of liability on the part of Defendant or Plaintiff.

7. It is understood and agreed that the parties intend to effect a full and complete settlement of all controversies, actual or potential, by and between Plaintiff and Defendant arising from or relating to any and all acts or omissions by either party before the Effective Date of this Settlement Agreement and Mutual General Release. Both parties agree they will not at any time hereafter, directly or indirectly, initiate, maintain, or prosecute, or in any way aid in the initiation, maintenance, or prosecution of any claim, lawsuit, demand, cause of action, or otherwise, against any of the parties to this Settlement Agreement and Mutual General Release, related to and/or arising from the Lawsuit or any other claims released hereunder. The parties expressly recognize and agree that nothing contained herein will act to prevent either party from asserting claims against the other arising from a breach of this Settlement Agreement and Mutual General Release.

8. In the event of litigation relating to this Settlement Agreement and Mutual General Release, if a court of competent jurisdiction determines in a final, non-appealable judgment that this Agreement has been breached by a party, then such party shall reimburse the other party for all reasonable costs and expenses incurred in connection with all such litigation, including, without limitation, reasonable attorneys' fees and court costs.

9. The parties represent and warrant that although the initial draft of this Settlement Agreement and Mutual General Release was drafted by an attorney for one of the parties, both parties and their respective attorneys, if applicable, have had adequate opportunity to review and negotiate the language contained herein and agree that later

interpretation, if any is necessary, of this Settlement Agreement and Mutual General Release should not be based upon any presumption against the drafter of this document.

10. Each party acknowledges that it has executed this Settlement Agreement and Mutual General Release voluntarily and of its own free will. In making this Settlement Agreement and Mutual General Release, it is understood and agreed that the undersigned rely wholly upon their judgment, belief and knowledge of the nature, extent, effect and duration of any damages, or the liability therefor. Each party enters into this Settlement Agreement and Mutual General Release without reliance upon any statement or representation of the other party or its representatives. Each party acknowledges that it has had the independent advice of its respective legal counsel in entering into this Settlement Agreement and Mutual General Release. Each party acknowledges and assumes all risks, chance or hazard that its damages may be or become greater or more extensive than is now known, anticipated or expected.

11. Each party declares and represents that no promise, inducement or agreement not herein expressed has been made to it, that this Settlement Agreement and Mutual General Release contains the entire agreement between the parties hereto, and that the terms of this Settlement Agreement and Mutual General Release are contractual and not a mere recital.

12. Each party further acknowledges and agrees that the release set forth in this document is a mutual general release and expressly waives and assumes the risk of any and all claims for damages or benefits of which it does not know or which it does not expect to exist, through ignorance, oversight, error, negligence or otherwise, which, if known, would materially affect its decision to enter into this Settlement Agreement and Mutual General Release.

13. Each party further agrees that all matters set forth and agreed to in this Settlement Agreement and Mutual General Release are binding as to its heirs, administrators, executors, successors, assigns, agents, employees or representatives.

14. Plaintiff and Defendant each agree to execute any and all supplementary documents and take any and all supplementary steps necessary to give full force and effect to the basic terms and intent of this Settlement Agreement and Mutual General Release.

15. The parties represent and agree that they will keep the terms and facts of this Settlement Agreement and Mutual General Release confidential, and that they will not hereafter discuss any information concerning this Settlement Agreement and Mutual General Release with any third party, except as otherwise required by specific court order, statute or other binding requirement of law (including, but not limited to, accounting or tax purposes).

16. The parties agree that the choice of venue for any actions arising out of this agreement will be made in the Superior Court of New Jersey, County of Somerset, Civil Part.

17. This Settlement Agreement and Mutual General Release is not subject to approval by any court and shall be effective as of the Effective Date set forth above once executed by both parties hereto.

18. The terms and provisions of this Settlement Agreement and Mutual General Release may not be changed, waived, modified, or varied in any manner whatsoever unless in writing duly signed by Plaintiff and Defendant or their respective successors or assigns.

19. The parties agree that should any portion of this Settlement Agreement and Mutual General Release be deemed invalid by a court of competent jurisdiction, the other terms and conditions hereof shall be severable and remain valid.

20. The parties agree that this Settlement Agreement and Mutual General Release may be executed by facsimile and in counterparts, all of which shall constitute one instrument and shall be deemed to be an original.

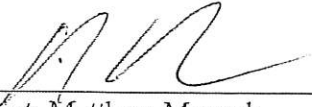
PLAINTIFF AND DEFENDANT ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE AND UNDERSTAND ITS CONTENTS. PLAINTIFF AND DEFENDANT FURTHER DECLARE AND REPRESENT THAT THEY UNDERSTAND ALL THE TERMS OF THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE, AND THAT THEY HAVE FREELY COME AND KNOWINGLY AND VOLUNTARILY ENTERED INTO THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE.

IN WITNESS WHEREOF, the parties have set their signatures hereto effective the date first above written.

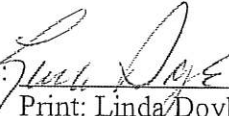
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CAUTION: READ BEFORE SIGNING.

Plaintiff, The Township of Bridgewater

By: 
Print: Matthew Moench
Title: Mayor

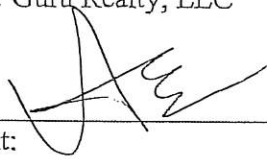
Date: 12/21/2022

Attest: 
Print: Linda Doyle
Title: Clerk

Date: December 21, 2022

CAUTION: READ BEFORE SIGNING.

Defendant: Guru Realty, LLC

By: 

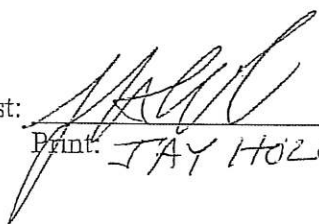
Print:

Title:

AMAR TEJ SINGH

Date:

MEMBER Feb 17th 2023

Attest: 

Print:

JAY HOLUR

Date:

2/17/2023

RESOLUTION

AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT WITH
GURU REALTY, LLC

WHEREAS, the Township of Bridgewater is currently engaged in litigation with Guru Realty, LLC, docket number SOM-C-12033-21, regarding an ongoing zoning violation in the Township; and

WHEREAS, upon advice of the Township Attorney, the Township desires to resolve this matter by way of Settlement Agreement to avoid the expense and uncertainty of further litigation; and

WHEREAS, the proposed Settlement Agreement was reviewed and favorably recommended to the Township Council by the Township Attorney and Director of Municipal Services, and, accordingly, is satisfactory to the Township.

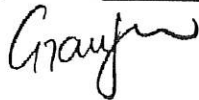
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Bridgewater, County of Somerset, and State of New Jersey that it hereby accepts the aforesaid Settlement Agreement with Guru Realty, LLC, attached hereto and authorizes its Mayor and Clerk to execute said documents on behalf of the Township of Bridgewater.

Introduced	Seconded	Council	Aye	Nay	Abstain	Absent
		Kirsh	✓			
		Norgalis				✓
		Pedroso	✓			
✓		Ring	✓			
	✓	Kurdyla	✓			

Adopted: November 10, 2022

I, Grace Njuguna, RMC, Deputy Municipal Clerk of the Township of Bridgewater, County of Somerset, and the State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Bridgewater Township Council at a duly convened meeting held on November 10, 2022

Signed:



RESOLUTION

AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT WITH BRIDGEMARK HOSPITALITY, LLC, GREYMARK BUILDINGS, LLC, AND BRIDGEMARK DEVELOPMENT, LLC

WHEREAS, the Township of Bridgewater is currently engaged in litigation with Bridgemark Hospitality, LLC, Greymark Buildings, LLC, and Bridgemark Development, LLC, docket number SOM-L-871-21, regarding drainage issues; and

WHEREAS, upon advice of the Township Attorney Chris Corsini, the Township desires to resolve this matter by way of Settlement Agreement to avoid the expense and uncertainty of further litigation; and

WHEREAS, the proposed Settlement Agreement was reviewed and favorably recommended to the Township Council by the Township Attorney, Chris Corsini and Township Engineer, William H. Burr, IV and, accordingly, is satisfactory to the Township.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Bridgewater, County of Somerset, and State of New Jersey that it hereby accepts the aforesaid Settlement Agreement with Bridgemark Hospitality, LLC, Greymark Buildings, LLC, and Bridgemark Development, LLC attached hereto and authorizes its Mayor Matthew Moench and Clerk, Linda Doyle to execute said documents on behalf of the Township of Bridgewater.

Introduced	Seconded	Council	Aye	Nay	Abstain	Absent
		Kirsh	✓			
	✓	Norgalis	✓			
		Pedroso	✓			
✓		Ring	✓			
		Kurdyla	✓			

Adopted: June 9, 2022

I, Grace Njuguna, RMC, Deputy Municipal Clerk of the Township of Bridgewater, County of Somerset, and the State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Bridgewater Township Council at a duly convened meeting held on June 9, 2022



SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is dated as of the 9th day of June, 2022 ("Effective Date"), by and among the **TOWNSHIP OF BRIDGEWATER**, a municipal corporation of the State of New Jersey, with offices at with offices at 100 Commons Way, Bridgewater, New Jersey 08807 ("Township") and its successors, heirs, and assigns; **BRIDGEMARK HOSPITALITY, LLC**, a New Jersey limited liability company with offices at 7284 West Palmetto Park Road, Suite 208, Boca Raton, Florida 33433, **GREYMARK BUILDINGS, LLC** a New Jersey limited liability company with offices at 7284 West Palmetto Park Road, Suite 208, Boca Raton, Florida 33433, and its successors, heirs, and assigns, and **BRIDGEMARK DEVELOPMENT, LLC** a New Jersey limited liability company with offices at 7284 West Palmetto Park Road, Suite 208, Boca Raton, Florida 33433, and its successors, heirs, and assigns. **BRIDGEMARK HOSPITALITY, LLC, GREYMARK BUILDINGS, LLC, AND BRIDGEMARK DEVELOPMENT, LLC** are together referred to as "**BRIDGEMARK**". (**BRIDGEMARK** and the **TOWNSHIP** are sometimes referred to herein individually as a "Party" and collectively as the "Parties")

RECITALS:

WHEREAS, Bridgemark is the owner of a portion of the property identified as Block 221, Lots 1.02, 1.03, 1.04, 2 & 2.01 (the "Property") as shown on the Tax Map of the Township of Bridgewater; and

WHEREAS, on June 28, 2021, Bridgemark filed a Complaint against the Township of Bridgewater titled "Bridgemark Hospitality, LLC, Greymark Buildings, LLC, and Bridgemark Development, LLC v. Township of Bridgewater" Docket No. SOM-L-871-21 ("the Litigation"); and

WHEREAS, the Parties have conferred and desire to fully and finally resolve the claims between and among them, including all claims and counterclaims which have been, or which could have been brought in the Litigation, without admitting the validity (or lack thereof) of any such claims, counterclaims, or defenses asserted or which could have been asserted in the Litigation and without admitting any issue of fact or law, and on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of its mutual promises and covenants set forth herein, and for additional valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the undersigned Parties represent, warrant, covenant and agree as follows:

1. **Recitals.** The above recitals clauses are incorporated herein by reference.
2. **Effective Date.** The effective date of this Agreement shall be the date on which the Agreement has been signed by all of the Parties.
3. **Definitions.** As used in this Agreement, the terms defined in this Agreement shall have the meanings set forth herein.
4. **Representations.** Each Party represents and warrants to each other Party that the execution, delivery, and performance of this Agreement on behalf of such Party, and the consummation by such Party of the transactions contemplated hereby, have been duly authorized by all corporate or municipal corporate action and no other corporate or municipal corporate proceedings on the part of such Party are necessary to authorize, approve, or perform this Agreement or the transactions contemplated.

5. Settlement Actions of the Township.

(a) The Township covenants to, take the following actions in accordance with the terms of this Agreement:

- (1) Adoption of a Resolution Authorizing the Construction of the Improvements. The Township Council shall adopt a resolution authorizing the construction of improvements as shown on the plan titled "Construction Plan for the Bridgewater Eagles Drainage Improvement Project, Block 221, Lot 41, Township of Bridgewater, Somerset County, New Jersey" dated February 1, 2022 and prepared by Colliers Engineering & Design ("Construction Improvements"), attached hereto as Exhibit A on or before June 9, 2022.
- (2) Provision of Written Consent from Eagles. The Township shall provide proof of consent in writing from the Eagles for the Construction Improvements on or before June 9, 2022.
- (3) Construction of the Improvements. The Construction Improvements shall be completed on or before August 31, 2022 if the cost of installation of the Construction Improvements is under the public bidding threshold or October 31, 2022 if the installation of the Construction Improvements is subject to public bidding. All dates above shall be subject to reasonable delays as may be incurred due to the unavailability of manpower or construction materials.

6. Settlement Actions of Bridgemark.

(a) **Dismissal of the Litigation Without Prejudice and Escrowed Release.** Upon the actions in 5(a)(1)-(2) having occurred, Bridgemark shall dismiss the Litigation without prejudice, subject to reinstatement upon application of Bridgemark to the Court if the Township fails to complete the settlement action in 5(a)(3). Bridgemark shall further execute a release, attached hereto as Exhibit B, which shall be held in escrow by the Township Attorney acting as escrow agent.

(b) **Dismissal of the Litigation with Prejudice and Release.** Upon the completion of the action set forth in paragraphs 5(a)(3), Bridgemark shall dismiss the Litigation with prejudice and the release held in escrow by the Township Attorney shall become effective.

7. Further Assurances. The Parties agree that they will cooperate in good faith to effectuate the terms of this Agreement and that they will accept and abide by all of the terms of this Agreement. The Parties will execute and deliver such further documents and instruments as are necessary or appropriate to carry out the terms of this Agreement.

8. Confidentiality. The Parties acknowledge that this Agreement will become a public record in connection with the presentation of the Agreement to the Township Council and the Planning Board. Notwithstanding same, the Parties agree that any communications concerning the negotiation of this Agreement shall remain confidential and privileged.

9. No Admission of Liability. Each Party to this Agreement expressly denies any wrongdoing, and this Agreement shall in no way constitute an admission, nor shall it be construed as an admission, of any wrongdoing or of any liability whatsoever on the part of any Party to this Agreement.

10. Notices. All notices given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, overnight courier that provides a receipt for delivery, personal delivery, facsimile transmission, or electronic mail, to each Party at the address set forth below, or at such other address as such Party may specify in a written notice given in accordance with this Section. Notices shall be deemed to have been duly given when delivered. Addresses for notices are as follows:

If to Bridgemark, to:

George Brock
7284 West Palmetto Park Road
Suite 208
Boca Raton, Florida 33433

With a copy to:

Hoagland, Longo, Moran, Dunst & Doukas, LLP
40 Paterson Street
P.O. Box 480
New Brunswick, NJ 08903
Attn: Lawrence P. Powers, Esq.
lpowers@hoaglandlongo.com

If to the Township, to:

Township of Bridgewater
100 Commons Way
Bridgewater, New Jersey 08807
Attn: Township Administrator
Email: twpadmin@bridgewaternj.gov
Email: bwtclerk@bridgewaternj.gov

With a copy to:

Savo, Schalk, Corsini, Gillespie, O'Grodnick & Fisher, PA
56 East Main Street
Somerville, New Jersey 08876
Attn: Alexander G. Fisher, Esq.
Email: fisher@centraljerseylaw.com

11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, personal representatives, successors and assigns, and nothing in this Agreement, express or implied, is intended to confer any rights on any other third party.

12. Amendments, Waivers. This Agreement may not be modified, amended, or supplemented, except by a writing signed by the party against whom enforcement thereof is sought. No waiver by any party, whether express or implied, of any right or remedy on any one occasion shall bar such party from exercising any of its rights or remedies on any subsequent occasion. No course of dealing, custom or usage between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes and cancels all prior agreements and understandings, oral and written, among the Parties with respect to such subject matter. No Party has made any representation or warranty to any other party except as expressly set forth in this Agreement.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

15. Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and shall be construed as if drafted jointly by the Parties. No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party to this Agreement because such party did, or is deemed to have, structured or drafted such provision.

16. Headings. The headings of the paragraphs and sections of this Agreement are not part of this Agreement; they are for convenience of reference only and shall not be used to interpret the provisions of this Agreement.

17. Number and Gender References. In this Agreement, words of single or plural number, and words of the masculine, feminine, or neutral gender, shall be read as if written in the single or plural, or in the male, female, or neutral gender, as the context may cause to be appropriate.

18. Electronic Signatures. The Parties agree that electronic signatures in the form of handwritten signatures on a facsimile transmittal, scanned and digitized images of a handwritten signature (e.g., scanned document in pdf format) shall have the same force and effect as original manual signatures.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same document. Any signature page to any counterpart may be detached from the original counterpart to which it was attached, and then attached to another counterpart that is identical to the original, without impairing the legal effect of the signatures.

20. Approval of the Township Council. This agreement shall have no force and effect until such time as it has been approved by Resolution of the Township Council of the Township of Bridgewater and executed by the Parties.

21. Representation by Counsel. By executing this Agreement, each Party acknowledges that it fully understands the terms and conditions of this Agreement and that it has reviewed the Agreement

with its counsel.

Signatures follow on separate pages

IN WITNESS WHEREOF, this Agreement has been signed by and on behalf of the Parties hereto as of the date set forth on the first page of this Agreement.

Date: 6/13/2002
WITNESS: [Signature]

TOWNSHIP OF BRIDGEWATER

By: [Signature]
Matthew Moench, Mayor

BRIGEMARK HOSPITALITY, LLC

Date: _____
WITNESS: _____

By: _____

GREYMARK BUILDINGS, LLC

Date: _____
WITNESS: _____

By: _____

BRIDGEMARK DEVELOPMENT, LLC

Date: _____
WITNESS: _____

By: _____

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by an authorized representative of Bridgemark Hospitality, LLC by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2021, by _____.

Notary Public – State of Florida

Print, Type, Stamp Commissioned Name
of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

[Settlement Agreement]

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by an authorized representative of Greymark Buildings, LLC by means of __ physical presence or __ online notarization, this __ day of _____, 2021, by _____.

Notary Public – State of Florida

Print, Type, Stamp Commissioned Name
of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

[Settlement Agreement]

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

The foregoing Instrument was acknowledged before me by an authorized representative of Bridgemark Development, LLC by means of __ physical presence or __ online notarization, this __ day of _____, 2021, by _____.

Notary Public – State of Florida

Print, Type, Stamp Commissioned Name
of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

[Settlement Agreement]

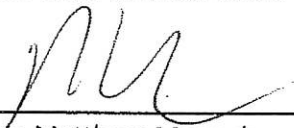
STATE OF NEW JERSEY)

) ss:

COUNTY OF SOMERSET)

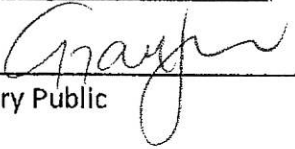
I CERTIFY that on June 13, 2022, Matthew Moench personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Mayor of the Township of Bridgewater, named in this document;
- (b) this document was signed and delivered by the Township as its voluntary act duly authorized by a proper resolution of the Township; and
- (c) this person signed this proof to attest to the truth of these facts.



Name: Matthew Moench

Signed and sworn to before me
on June 13, 2022



Notary Public

[Settlement Agreement]

GRACE NJUGUNA
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES NOVEMBER 10, 2026

Exhibit A
Construction Improvements

Exhibit B
Release

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** (the “**Agreement**”) is entered into as of _____, 2021, by and between the plaintiffs, Delores O. Simmons and Obafemi O. Simmons (“**Complainants**”), and defendants, Bridgewater Township Police Department (“**Bridgewater Township**”), and sometimes all three are collectively referred to as “**the Parties**”.

RECITALS

WHEREAS, the complainants filed a complaint against the Bridgewater Township Police Department, GRC Complaint No. 2021-146, relating to a request for information and documents under the Open Public Records Act; and

WHEREAS, in order to avoid the expense, burden, and delay of litigation, and without admitting or acknowledging any liability, the Parties wish to effect a complete resolution and settlement of any and all claims that exist between the Parties; and

WHEREAS, the Bridgewater Township has agreed to reimburse the complainants for attorney fees associated with the action pursuant to N.J.S.A. 45:1A-1 to -13, in the amount of \$1,650.00 (one thousand six hundred fifty dollars) payable to the Attorney for the Complainants (The Law Office of Rotimi A. Owoh); and

NOW THEREFORE, in consideration of the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **INCORPORATION OF RECITALS**: The recitals set forth above are hereby incorporated by reference.

2. **STIPULATION OF DISMISSAL:** Within three (3) days of execution of this Agreement by all Parties (the "Effective Date") complainants shall file a notice with the Government Records Council withdrawing the GRC Complaint No. 2021-146 and promptly provide the Bridgewater Township Police Department with a filed copy of the withdrawal notice.

3. **TERMS OF PERFORMANCE:** Within three (3) days upon execution of this Agreement by all Parties, and the provision of a W-9 by the Attorney for the Complainants (The Law Office of Rotimi A. Owoh) to Bridgewater Township, the Township of Bridgewater agrees to pay the Attorney for the Complainants (The Law Office of Rotimi A. Owoh) the amount of \$1,650.00 (one thousand six hundred fifty dollars).

4. **NO ADMISSION OF LIABILITY:** It is expressly understood that neither the execution of this agreement nor any other action taken by or on behalf of Bridgewater Township in connection with Complainants' alleged claims constitute an admission by Bridgewater Township of any violation of any law or legal duty or obligation. The Parties agree that Bridgewater Township has entered into this agreement for reasons other than the merits of Complainants' claims including to avoid the cost of litigation and that Bridgewater Township denies any liability to Complainants' or to any other person.

5. **BREACH OF THIS AGREEMENT:** The Parties agree that in the event of a material breach of all of any part of this Agreement, the non-breaching party to this Agreement shall have the right to enforce any appropriate legal or equitable remedies that

may be available. However, the non-breaching Party seeking to enforce the terms of the Agreement shall be obligated to provide written notice to the other Party alleged to be in breach of this Agreement, and shall afford the other Party thirty (30 calendar) days following the receipt of each notice to cure the alleged breach.

6. **AGREEMENT IS DEFENSE TO SUIT:** This Agreement may be pleaded by any Party hereto as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit,, or other proceeding that may be instituted, prosecuted, or attempted by any other Party bound by this Agreement in contravention or breach of this Agreement.

7. **ADVICE AND AUTHORITY OF COUNSEL:** The Parties all warrant and represent that in executing this Agreement, they have relied on legal advice from the attorney of their choice, that the terms of this Agreement and its consequences have been completely read and explained to them by their respective attorneys, and that they fully understand the terms of this Agreement.

8. **NEW JERSEY LAW:** This Agreement shall be construed and enforced pursuant to the laws of the State of New Jersey without resort to its conflict of laws provisions.

9. **HEADINGS:** The headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

10. **NO WAIVER:** No failure or delay on the part of any Party in the exercise of any power or right hereunder shall operate as a waiver thereof. No single or partial

exercise of any power or right hereunder shall operate as a waiver of such power or right or of any other power or right. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach hereunder.

11. **PARTIES BOUND**: This Agreement shall be binding upon and inure to the benefit of each Party and its successors and assigns.

12. **NO THIRD-PARTY RIGHTS**: Except as expressly set forth herein, this Agreement shall not be deemed or construed in any way to result in the creation of any rights in any person or entity not a Party to this Agreement.

13. **INTERPRETATION**: The Parties acknowledge that they each have had an opportunity to participate, and have participated in the drafting of this Agreement, and they each agree that this Agreement shall be interpreted without reference to any principle which can operate in favor of or against a Party that drafts a written agreement. Any rule of law, including but not limited to those which require interpretation of any ambiguities against the drafter is agreed to be inapplicable and is hereby waived.

14. **ENTIRE AGREEMENT**: This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereto and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties or their representatives, oral or written, respecting such subject matter. No amendment, modification, or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the parties hereto.

15. **COUNTERPARTS**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single document. Further, facsimile and PDF signatures shall be deemed originals.

16. **EXECUTION**: Each of the signatories warrants that he or she is authorized to sign this Agreement on behalf of the Party for whom he or she signs and to bind that Party to terms of this Agreement. Notwithstanding their respective corporate and county bylaws and procedures, the Parties agree that one signature from each entity shall bind that Party.

17. **NON-ASSIGNMENT**: A Party's rights under this Agreement may not be assigned without the express written consent of the other Party.

18. **SEVERABILITY**: If any of the portions of this Agreement are held invalid and unenforceable, all remaining portion shall nevertheless remain valid and enforceable.

IN WITNESS WHEREOF, the Parties cause this Agreement to be duly executed and delivered on the day and year written below.

Dated: _____, 2021

For Complainants

By:

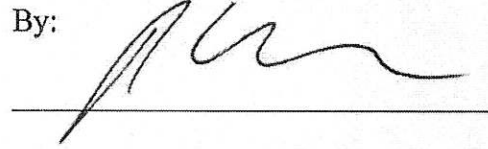
Printed Name: DELORES O.
SIMMONS

Dated: 10/4, 2021

For the Defendants – Bridgewater

Township

By:



Printed Name: MATTHEW
MOENCH
Mayor

Settlement Agreement

This Settlement Agreement ("Agreement") is entered into as of the ____ day of October, 2021, by and between Skymanor Properties, LLC (the "Plaintiff"), and the Zoning Board of Adjustment of the Township of Bridgewater (the "Board") and the Township of Bridgewater (the "Township")(collectively, the "Defendants")(collectively, the "Parties").

RECITALS

WHEREAS, the Plaintiff is the contract purchaser of property located at 5 Skyhigh Terrace, Bridgewater, New Jersey, designated on the Township Tax Map as Block 904, Lot 5; and

WHEREAS, the Plaintiff filed an application (Application No. 20-007-ZB) with the Board for variance relief relating to the construction of a new single-family dwelling (the "Application"); and

WHEREAS, the Board denied the Application on January 19, 2021 after hearings held on July 7, 2020, December 1, 2020, and January 19, 2021; and

WHEREAS, the Board entered and memorialized its denial by resolution dated March 2, 2021; and

WHEREAS, Plaintiff filed a complaint in the Superior Court, Law Division, Somerset County, under Docket No. SOM-L-000569-21, on April 22, 2021, appealing the Board's denial of the Application; and

WHEREAS, the Parties now wish to avoid the costs and uncertainty associated with continued litigation and desire to finally compromise and settle their differences by entering into this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals to this Settlement Agreement are incorporated by reference as though fully set forth herein.
2. Conditions of Settlement. The Plaintiff agrees to the following:
 - a. The Plaintiff shall reduce the floor area of the proposed 2,993 square foot dwelling by 127 square feet, for a floor area of 2,866 square feet, and revise the architect plans accordingly before submission of a building permit application;
 - b. In connection with construction of the home on the Property, stormwater management measures shall be installed as set forth in the attached list and as depicted in the revised Stormwater Management and Grading Plan, both of which are attached hereto as Exhibit A;
 - c. The Plaintiff shall submit payment in the amount of \$3,111.69 to the Township to satisfy current escrow charges;
 - d. The Plaintiff's application for development in the underlying proceeding shall otherwise be in accordance with the application materials and documents submitted and any applicable stipulations set forth on the record;
 - e. The terms of this settlement are contingent upon on a properly noticed (by the Plaintiff) public hearing, public vote and written Resolution, compliant with the statutory safeguards in settling land use litigation set forth in Whispering Woods at Bamm Hollow v. Middletown Planning Bd., 220 N.J. Super. 161 (Law Div. 1987) and its progeny (a "Whispering Woods Hearing");
 - f. If the Board approves Plaintiff's application at the Whispering Woods Hearing, Plaintiff shall be granted a period of two years to receive a construction permit and extensions may be requested pursuant to the MLUL; and
 - g. The Parties shall submit a Consent Order of Remand, same to be in the form agreed upon by the Parties and substantially similar to the Order of Remand attached hereto as Exhibit B.
3. Release. The Parties hereby mutually release each other, their past, present and future agents, representatives, attorneys, accountants, predecessors, successors, heirs, executors and assigns, from any and all legal, equitable or other claims, demands, setoffs, defenses, contracts, accounts, suits, debts agreements, actions, causes of action, sums of money, bonds, bills, covenants, promises, damages and disputes, including, but not limited to, all such claims which they may have against each other resulting from the facts and circumstances set forth in the

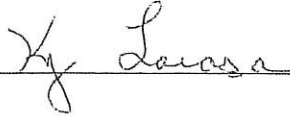
pleadings filed in the Litigation and from any and all claims or causes of action arising as of, or prior to, the date hereof and which were, or could have been, asserted including, without limitation, those claims for attorneys' fees and costs and any past or present duties, responsibilities or obligations, from the beginning of the world to the date hereof, known or unknown, arising out of or that are the subject of this Agreement without limitation, and any claims, counterclaims and/or third party claims which could have been asserted by any of the Parties against any other such Party in any court, arbitration, or other forum.

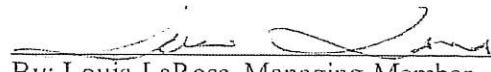
4. Breach/Default. The Parties hereto agree that any breach of any obligation under this Agreement shall constitute a material breach of this Agreement. All such rights may be pursued singularly, successively or together at the sole discretion of the non-breaching Party. The non-breaching Party shall be entitled to reasonable legal fees and costs incurred in connection with enforcement of this Agreement.
5. Governing Law. The rights and obligations of the Parties hereto shall be governed by the laws of the State of New Jersey. Any judicial proceeding brought against any of the Parties to this Agreement on account of any dispute arising out of this Agreement, or any matter related hereto, shall be brought in New Jersey Superior Court of the County of Somerset, Law Division, and by execution and delivery of this Agreement each of the Parties hereto submits and consents to the exclusive jurisdiction of such Court.
6. Voluntarily Executed. Each of the Parties to this Agreement has read this Agreement and has freely and voluntarily executed it after consulting with their respective counsel of their choice.
7. Construction. All of the Parties to this Agreement and their counsel acknowledge having participated in the negotiation and drafting of this Agreement as equals. Therefore, no particular Party shall be deemed to be the drafter or provider of this Agreement and the Parties agree that this Agreement shall not be construed against any particular Party.

8. No Bar to Enforcement. Nothing contained herein or in the Releases shall be intended to bar any of the Parties from initiating such action as may be necessary to enforce the terms of this Agreement.
9. Survival. The covenants, representations and agreements made herein shall survive the execution and performance of this Agreement.
10. Attorneys' Fees. Each of the Parties shall pay his/her/its own attorneys' fees and costs.
11. Entire Agreement. This Agreement contains the entire understanding between the Parties and may be only modified by a written agreement signed by all the Parties hereto. This Agreement supersedes all prior agreements or understandings, if any, between the Parties regarding the subject matter of this Agreement.
12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto, their agents, attorneys, accountants, heirs, executors, representatives, and their respective predecessors, successors, and assigns.
13. Captions. All captions in this Agreement are for convenience only and are not to be considered as a substantive part of this Agreement.
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties may not be a signatory to the same counterpart.
15. Further Assurances. The Parties hereto agree to execute such other document, i.e., the Consent Order of Remand, and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

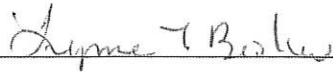
Witness/Attest:

Skymanor Properties, LLC



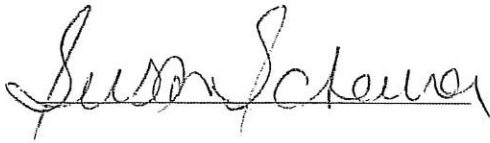
 10/12/2021
By: Louis LaRosa, Managing Member Date

Township of Bridgewater



 10/19/2021
By: Alexander G. Fisher, Esq. Date
Township Attorney

Zoning Board of Adjustment of the Township of
Bridgewater



 10/18/21
By: Steven K. Warner, Esq. Date
Zoning Board Attorney

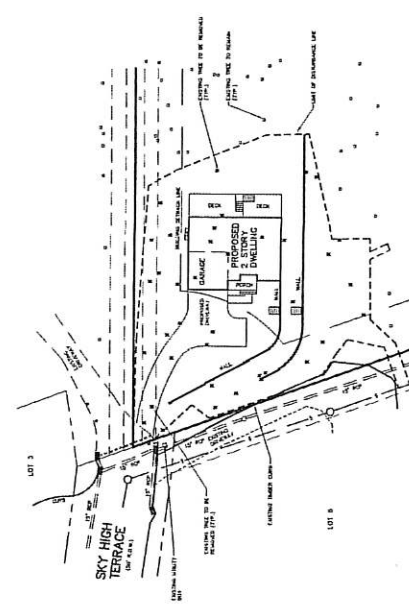
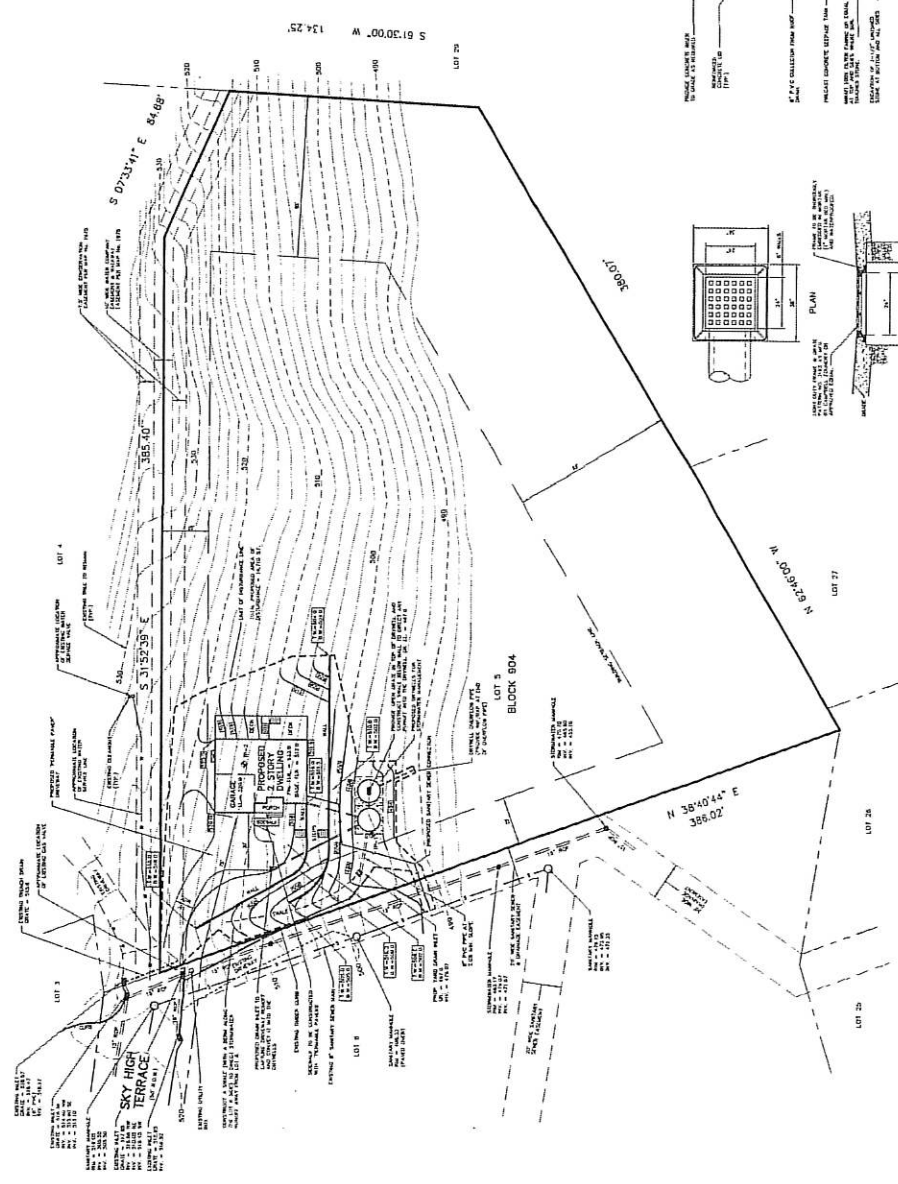
EXHIBIT A

EXHIBIT A
to SETTLEMENT AGREEMENT

LIST OF STORMWATER/DRAINAGE ITEMS

1. Drywell(s) to be provided to capture and infiltrate roof runoff from the entire dwelling, sized for 100 year storm. Drywells to be installed further east – away from adjacent Lot 6, as shown on the engineering plan entitled “Grading Plan Exhibit” prepared by Stephen E. Parker, NJPE Lic. No. 36187, of Parker Engineering & Surveying, PC., dated November 5, 2020, last revised September 9, 2021 (hereinafter the “Stormwater Management and Grading Plan”)
2. Provide berm and/or swale along northwesterly property line to capture and direct runoff away from adjacent Lot 6 and directed to drywell, as shown on the Stormwater Management and Grading Plan.
3. Newly installed driveway area is to be permeable paver. Drain inlet to be provided to capture driveway runoff and convey it into the drywell, as shown on the Stormwater Management and Grading Plan.
4. Any runoff emanating from the retaining wall drain system to be captured by way of downslope swale directed to the drywell(s), as shown on the Stormwater Management and Grading Plan.

EXHIBIT B



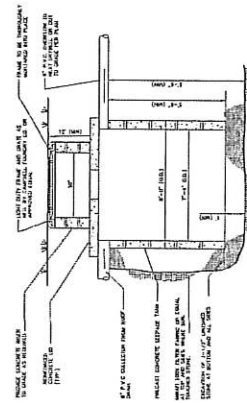
TREE REMOVAL DETAIL

- 3A TREES ARE PROPOSED TO BE REMOVED
- GENERAL NOTES:
1. THE PROPOSED DEVELOPMENT IS LOCATED ON LOT 3, BLOCK 904, TOWNSHIP OF BRIDGEWATER, SOMERSET COUNTY, NEW JERSEY.
 2. THE PROPOSED DEVELOPMENT IS A 2 STORY DWELLING WITH A TOTAL LOT AREA OF 10,000 S.F. (227.81 AC).
 3. THE PROPOSED DEVELOPMENT IS A 2 STORY DWELLING WITH A TOTAL LOT AREA OF 10,000 S.F. (227.81 AC).
 4. THE PROPOSED DEVELOPMENT IS A 2 STORY DWELLING WITH A TOTAL LOT AREA OF 10,000 S.F. (227.81 AC).
 5. THE PROPOSED DEVELOPMENT IS A 2 STORY DWELLING WITH A TOTAL LOT AREA OF 10,000 S.F. (227.81 AC).
 6. THE PROPOSED DEVELOPMENT IS A 2 STORY DWELLING WITH A TOTAL LOT AREA OF 10,000 S.F. (227.81 AC).
 7. THE PROPOSED DEVELOPMENT IS A 2 STORY DWELLING WITH A TOTAL LOT AREA OF 10,000 S.F. (227.81 AC).
 8. THE PROPOSED DEVELOPMENT IS A 2 STORY DWELLING WITH A TOTAL LOT AREA OF 10,000 S.F. (227.81 AC).
 9. THE PROPOSED DEVELOPMENT IS A 2 STORY DWELLING WITH A TOTAL LOT AREA OF 10,000 S.F. (227.81 AC).
 10. THE PROPOSED DEVELOPMENT IS A 2 STORY DWELLING WITH A TOTAL LOT AREA OF 10,000 S.F. (227.81 AC).



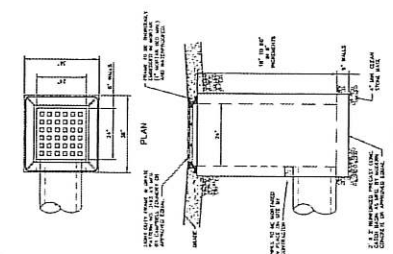
PERMEABLE PAVEMENT DETAIL

NOT TO SCALE



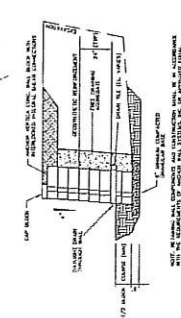
DRYWELL INLET DETAIL

NOT TO SCALE



YARD INLET DETAIL

NOT TO SCALE



TYPICAL RETAINING WALL DETAIL

NOT TO SCALE

ZONING SCHEDULE, R-50 RESIDENTIAL ZONE:

REQUIREMENTS	PROPOSED
MIN. LOT AREA	10,000 S.F.
MIN. LOT COVERAGE (%)	10%
MIN. LOT FRONT SETBACK (ft)	10
MIN. LOT SIDE SETBACK (ft)	10
MIN. LOT REAR SETBACK (ft)	10
MIN. LOT FRONT YARD SETBACK (ft)	10
MIN. LOT SIDE YARD SETBACK (ft)	10
MIN. LOT REAR YARD SETBACK (ft)	10
MIN. LOT FRONT SETBACK (ft)	10
MIN. LOT SIDE SETBACK (ft)	10
MIN. LOT REAR SETBACK (ft)	10
MIN. LOT FRONT YARD SETBACK (ft)	10
MIN. LOT SIDE YARD SETBACK (ft)	10
MIN. LOT REAR YARD SETBACK (ft)	10

COVERAGE ANALYSIS:

PROPOSED COVERAGE:
TOTAL LOT AREA = 10,000 S.F.
TOTAL LOT COVERAGE = 10.00%
TOTAL LOT FRONT COVERAGE = 10.00%
TOTAL LOT SIDE COVERAGE = 10.00%
TOTAL LOT REAR COVERAGE = 10.00%
TOTAL LOT FRONT YARD COVERAGE = 10.00%
TOTAL LOT SIDE YARD COVERAGE = 10.00%
TOTAL LOT REAR YARD COVERAGE = 10.00%

GRADING PLAN EXHIBIT

TAX MAP LOT 5 BLOCK 904

TOWNSHIP OF BRIDGEWATER

SOMERSET COUNTY, NEW JERSEY

PARKER

ENGINEERING & SURVEYING P.C.

200 SOUTH MAIN STREET, 3RD FLOOR

PHILADELPHIA, PA 19106-3300

PHONE: (215) 561-1000 FAX: (215) 561-1001

E-MAIL ADDRESS: PARKER@PARKER.COM

DATE: 07/20/2011

BY: DANIEL E. PARKER

FOR: STEPHEN E. PARKER

NEW JERSEY PROFESSIONAL ENGINEER NO. 35887

11-05-20 14088 1 OF 1

VENTURA, MIESOWITZ, KEOUGH &
WARNER, P.C.
Steven K. Warner, Esq. - ID #040261988
783 Springfield Avenue
Summit, New Jersey 07901
Ph: (908) 277-2410 / Fax: (908) 277-1374
Attorneys for the Defendant, the Zoning Board
of Adjustment of the Township of Bridgewater

SKYMANOR PROPERTIES, LLC,
Plaintiff,

v.

THE ZONING BOARD OF ADJUSTMENT
OF THE TOWNSHIP OF BRIDGEWATER
and THE TOWNSHIP OF BRIDGEWATER
Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - SOMERSET COUNTY
DOCKET NO. SOM-L-000569-21

Civil Action

CONSENT ORDER OF REMAND

This matter having been opened to the Court by John P. Belardo, Esq., of McElroy, Deutsch, Mulvaney & Carpenter, LLP, 1300 Mount Kemble Avenue, P.O. Box 2075, Morristown, New Jersey, appearing for Plaintiff, Skymanor Properties, LLC; Steven K. Warner, Esq., of Ventura, Miesowitz, Keough & Warner, P.C., 783 Springfield Avenue, Summit, New Jersey 07901, appearing for Defendant, The Zoning Board of Adjustment of the Township of Bridgewater (the "Board"); and Alexander G. Fisher, Esq., of Savo, Schalk, Gillespie, O'Grodnick & Fisher, P.A., 56 East Main Street, Suite 301, Somerville, New Jersey, appearing for Defendant, the Township of Bridgewater (the "Township"); and the parties having reached an agreement to settle the above-captioned matter;

ON THIS ____ DAY OF _____, 2021, IT IS HEREBY ORDERED as follows:

1. This matter is remanded to the Board to conduct a duly noticed public hearing, pursuant to the procedures set forth and approved in Whispering Woods v. Middletown Twp., 220

N.J. Super. 160 (Law Div. 1987), and its progeny, on the settlement proposal/modifications to the original application, as same is set forth in the Settlement Agreement dated October __, 2021 and the exhibits attached thereto.

2. A public hearing shall be held on the settlement/modified application at the next available public meeting of the Board, after same is deemed to be complete, and upon due notice provided by Plaintiff. The Plaintiff is not required to submit a new application at the Whispering Woods hearing; the only documents required to be submitted are those that have been revised during the course of this litigation.

3. Plaintiff shall not be required to pay any additional application fees. Plaintiff shall be required to replenish the escrow account as needed, in accordance with the provisions of the MLUL. Each party is responsible for its own costs of litigation and settlement, including attorneys' fees and each party's professionals' review of settlement documents and plans. Plaintiff, pursuant to the MLUL, is responsible for post-settlement fees and costs, including but not limited to, professional fees for the Whispering Woods hearing and post-hearing resolution memorializing same. If the application is denied at the Whispering Woods hearing, or if the application is approved with additional conditions that are not stipulated or acceptable to Plaintiff, any fees incurred by further litigation will be borne by the parties.

4. The Board shall comply with all applicable provisions of the Municipal Land Use Law ("MLUL") in connection with the processing and hearing of the settlement/modified application.

5. The Complaint is hereby dismissed without prejudice.

6. If the Board denies the settlement/modified application, or approves the settlement/modified application with additional conditions that are not stipulated or acceptable to

Plaintiff, then Plaintiff shall indicate in writing to the Court, within ten (10) days of the receipt of a signed memorializing Resolution adopted by the Board, that it intends to abandon the settlement/modified application and instead continue the litigation, and the Complaint shall thereafter be reinstated and the litigation shall be continued.

7. If the Board approves the settlement/modified application, with additional conditions which are acceptable to Plaintiff, then Plaintiff shall file with the Court, within ten (10) days after the time for an appeal of the Board's decision has expired, a Stipulation of Dismissal with Prejudice.

Thomas C. Miller, A.J.S.C.

We hereby consent to the form, substance and entry of this Consent Order:

McELROY, DEUTSCH, MULVANEY
& CARPENTER, LLP
1300 Mount Kemble Avenue
P.O. Box 2075
Morristown, NJ 07962

VENTURA, MIESOWITZ, KEOUGH &
WARNER, P.C.
783 Springfield Avenue
Summit, NJ 07901

By: _____
John P. Belardo, Esq.
*Attorneys for Plaintiff, Skymanor
Properties, LLC*

By:  _____
Steven K. Warner, Esq.
*Attorneys for Defendant, The Zoning
Board of the Township of Bridgewater*

SAVO, SCHALK, GILLESPIE,
O'GRODNICK & FISHER, PA
56 East Main Street, Suite 301
Somerville, NJ 08876

By:  _____
Alexander G. Fisher, Esq.
*Attorneys for Defendant, The Township
of Bridgewater*