

AGREEMENT TO RESOLVE ISSUES BETWEEN THE TOWNSHIP OF FREEHOLD AND FAIR SHARE HOUSING CENTER CONCERNING THE TOWNSHIP'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE TOWNSHIP SHALL SATISFY SAME.

**In the Matter of the Township of Freehold, County of Monmouth,
Docket No. MON-L-6026-08**

THIS SETTLEMENT AGREEMENT ("Agreement") made this 9th day of November, 2019, by and between:

TOWNSHIP OF FREEHOLD, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 1 Municipal Plaza, Freehold, NJ 07728, (hereinafter the "Township" or "Freehold");

And

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC");

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Township filed the above-captioned matter on August 25, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Township simultaneously sought and ultimately secured an Order protecting Freehold from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the immunity secured by Freehold remains in place as of the date of this Agreement; and

WHEREAS, the trial court appointed a "Special Master", as is customary in a Mount Laurel case, to assist the Court; and

WHEREAS, more specifically, the Court appointed Philip B. Caton, P.P., A.I.C.P. to serve as the Special Master, who was succeeded upon his retirement by Kendra Lelie, P.P., A.I.C.P., A.S.L.A.;

WHEREAS, with Mr. Caton and Ms. Lelie's assistance, Freehold and FSHC have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions delineated herein; and

WHEREAS, through that process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households; and

WHEREAS, it is particularly appropriate where, as here, the Court has yet to make a determination of the Township's fair share, to arrive at a settlement regarding a municipality's fair share obligation, instead of doing so through plenary adjudication of that obligation.

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, do hereby covenant and agree, each with the other, as follows:

Settlement Terms

The Township and FSHC hereby agree to the following general terms, subject to any relevant conditions set forth in more detail below:

Freehold Township's Fair Share Obligations	Units
1. Prior Round Obligation (<i>pursuant to N.J.A.C. 5:93</i>)	1,036
2. Rehabilitation Obligation (<i>pursuant to FSHC's expert's analysis of Census data</i>)	100
3. Round 3 Obligation (<i>Extrapolated from opinion issued by Judge Jacobson in Mercer County</i>)	1,509
a. <u>Adjusted Fair Share Obligation</u> ("Realistic Development Potential" or "RDP")	878
b. <u>Durationally Adjusted Need</u>	631

1. Freehold's "Prior Round" obligation is 1,036.
2. Freehold's "Rehabilitation" obligation is 100.
3. Freehold's allocation of the Round 3 regional need is 1,509 units.
4. Pursuant to N.J.A.C. 5:93-4.2, Freehold's current Round 3 Realistic Development Potential (hereinafter "RDP") attributable to land within the sewer service area is 878 units as reflected in Exhibit A to this Agreement. Attached to the RDP is a letter of intent for the Township to purchase the development rights from the Gibson Farm property (Block 44, Lots 3 through 7) on which basis the Gibson Farm has been excluded from the RDP calculation. The Parties agree that the Township shall have one year from the approval of this Agreement at a fairness hearing to purchase the development rights; if the development rights are not purchased within one year this matter shall be reopened for the limited purpose of addressing additional RDP attributable to the Gibson Farm property.
5. The Township's durationally adjusted need is therefore 631 units.

6. FSHC and the Township agree that Freehold's 1,509-unit Round 3 allocation of the regional need for affordable housing was generated by multiple experts by applying the methodology set forth in the opinion issued by Judge Jacobson in Mercer County. The Parties also agree that the Township's allocation is not otherwise binding on either Party except by way of this Settlement Agreement. Although the Township does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends, and is free to take the position before the Court, that the 1,509-unit Round 3 obligation is valid because it is based on the Prior Round methodology and reflects a reduction of Dr. Kinsey's July 2016 and April 2017 calculation of the Township's Round 3 (1999-2025) fair share obligation.

7. For the purposes of this Agreement, the "Round 3 regional need" (also referenced as the "Third Round Prospective Need") shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999 to 2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions filed by Various Municipalities, 227 N.J. 508 (2017).

8. **Satisfaction of the Rehabilitation Obligation:** The Township has a 100-unit rehabilitation obligation and shall demonstrate prior to a duly-noticed Compliance Hearing demonstrate how it will address this obligation either by entering an agreement with Monmouth County (if the County is operating a qualifying program) and/or hiring a separate entity to implement an Affordable Housing Rehabilitation Program. The Township's mechanism(s) to address the rehabilitation obligation will include a program or programs that rehabilitate both affordable rental and for-sale units.

9. **Satisfaction of the Prior Round Obligation:** The Township has a 1,036-unit Prior Round obligation, which the Township has satisfied through the compliance mechanisms annexed hereto as Exhibit B.

10. **Satisfaction of the Round 3 Realistic Development Potential:** The Township shall satisfy its 878-unit RDP through the compliance mechanisms annexed hereto as Exhibit B.

With regard to the parcel identified on the Township's official tax maps as Block 70.05, Lot 17 currently owned by MACW Freehold, LLC (commonly referred to as the "Bellemead site"), the Township shall take one of the following actions prior to the Final Compliance Hearing in this matter: (a) rezoning the Bellemead site and amending the GDP for the Bellemead site in accordance with the terms of this Agreement; (b) rezoning the Bellemead site in accordance with the terms of this Agreement and securing the abandonment of the current GDP approved for the Bellemead site; or (c) drafting a Redevelopment Plan for the Bellemead site in accordance with the terms of this Agreement ("Option C"). In the event that Option C is utilized, the Township shall prepare a draft redevelopment plan in a form in which it intends to adopt by the time of the Compliance Hearing. In such an event, the Township shall adopt the Redevelopment Plan within 45 days of the issuance of the Judgment of Compliance and Repose ("JOR"). The deadline for these actions may be extended via consent by FSHC or, in the absence of such consent, by Order of the Court. Whichever action chosen by the Township shall facilitate development of 100 family rental deed restricted housing units affordable to low- and moderate-income "family" households in the region compliant with UHAC except that in lieu of 10% of the affordable units

being affordable to households at 35% of median income, 13% of the affordable units within each bedroom distribution will be affordable to households at 30% of median income, provided a maximum of 660 total units inclusive of the affordable units shall be permitted. Prior to the Fairness Hearing in this matter, the Township shall provide a letter from the owner or developer of the Bellemead site providing a firm commitment to construct the development as referenced in this paragraph including a firm commitment to construct the affordable units as family rental units.

The Township will rezone the properties referenced in Exhibit B as Land Bank at Freehold, Chesterfield Apartments, Siloam Road and Route 537, and Three Brooks Road prior to the final Compliance Hearing in this matter consistent with the references in Exhibit B. Prior to the Fairness Hearing in this matter, the Township shall provide letters from the owners or developers of Chesterfield Apartments and Siloam Road and Route 537 properties providing a firm commitment to construct the developments as referenced, including a firm commitment from the Chesterfield Apartments owner or developer to construct the affordable units as family rental units, and agreements with the Land Bank at Freehold and Three Brooks Road developers as development on the properties as referenced in Exhibit B.

No later than the final Compliance Hearing in this matter, the Township will adopt a redevelopment plan for the Transit Village (Burlington Coat Factory/Freehold Mall) site that allows a minimum of 225 units including a minimum of 45 family affordable housing units. The redevelopment plan may also allow for non-residential development on the site provided that such non-residential development shall not be a precondition for the residential development to occur. Within 9 months of the final Compliance Hearing, the Township will select a redeveloper that either has site control or a plan in place for obtaining site control, in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. and enter into a Redevelopment Agreement with the redeveloper consistent with this Agreement.

The Township has, as credit towards its Round 3 obligation as reflected in Exhibit B, extensions of expiring controls credit for 204 affordable units in the developments of Independence Square, Strickland Farms, and Wyndham Place that were originally deed restricted prior to July 1, 1995. Prior to the final Compliance Hearing in this matter, the Township will demonstrate how it has preserved affordability controls on these units for at least a period of sixty years from the original date of occupancy plus thereafter until terminated by the Township pursuant to UHAC, in accordance with N.J.A.C. 5:97-6.14.

FSHC and the Township agree that the Township shall have the right to apply the 15-unit surplus generated in excess of the Township's Round 3 RDP to any future changed circumstances, which would result in an increase in the Township's RDP. See Fair Share Housing Center v. Cherry Hill, 173 N.J. 393 (2002) ("Cherry Hill"). Should a suitable, available, approvable and developable site become vacant that had not been vacant, available, suitable or developable at the time of the VLA, and did not contribute to the Township's current 878-unit RDP ("additional site"), the Township would be entitled to apply any or all of the 15-unit surplus, as may be necessary, towards addressing the increase in RDP, provided that the Township shall be required to identify in a filing with the Court the additional site or additional sites, and the RDP generated by those sites consistent with N.J.A.C. 5:93-4.2, that it is applying all or part of the surplus of the RDP, within forty-five (45) days after the Township becomes aware of the changed

circumstance, on notice and opportunity to be heard to FSHC, the owner of the additional site or sites, and any other interested parties. To the extent a change in circumstances results in an increase in RDP that is larger than the Township's surplus, the Township shall still have an obligation to address the portion of the RDP in excess of the 15-unit surplus ("Residual RDP"), provided, however, that the Township shall maintain the right to satisfy any Residual RDP in a manner and location it deems appropriate pursuant to N.J.A.C. 5:93-4.2 and otherwise consistent with the requirements of this Agreement and shall not be required to utilize the site generating the increase in RDP in order to satisfy the increase in RDP. The Township agrees that this provision specifically, and the interpretation of application of surplus units generally as it relates to other matters, has no bearing on any other settlement agreement entered into between FSHC and any other municipality. This provision is of no precedential value and cannot be used by either party or their respective attorneys as a mechanism of interpreting any other settlements in other declaratory judgment actions. The Parties further agree that the Township may demonstrate additional surplus units at or before the time of the final compliance hearing in this matter ("Additional Surplus"). However, in order to include the Additional Surplus within the parameters of this provision, both FSHC and the Township must agree that the units are credit-worthy and the Court must approve the Additional Surplus at or before the final compliance hearing.

11. **Addressing the Durationally Adjusted Portion of the Round 3 Regional Need:** The Parties for the purposes of settlement acknowledge that there is a 631-unit difference between the extrapolation of the calculation from the decision issued by Judge Jacobson and the total RDP calculated in Exhibit A. The Township seeks, and FSHC agrees to, a durational adjustment of these units due to the unavailability of sewer infrastructure in areas of the Township that the Township maintains have been excluded from the Sewer Service Area due to environmental sensitivity, watershed proximity to headwaters of the Metedeconk and Manasquan Rivers, and the areas' inclusion in Planning Area 4 and Planning Area 5 on the NJ State Plan. In accordance with N.J.A.C. 5:93-4.3, which permits a durational adjustment when there is sufficient land but insufficient sewer and/or water conveyance infrastructure and capacity to provide a realistic opportunity for the full fair share obligation, the Township is limited in its capacity to fully meet its obligation through new residential development outside of the sewer service area in the Township. For the purposes of settlement, the Township agrees to address the 631-unit remaining portion of its allocation of the Round 3 regional need through the following mechanisms:

**Density Calculations For Potential Overlay Opportunity and
Re-Zoning Sites
Freehold Township**

Potential Sites	Total Site Acreage	Density (D.U./Acre)	Potential Total Units	Potential Affordable @ 20% Set-Aside
(1) Chadwick Square & Adjacent Lots (Block 80, Lots 4, 5, 6 & 7)	10.6	12	127	25
(2) Bank of America (Block 70.05, Lot 10)	7.0	12	84	17
(3) Red Roof Inn / Verizon (Block 65.01, Lot 16 & 17)	11.3	12	136	27
Total			347	69

- a) In accordance with all notice and hearing provisions set forth in the New Jersey Municipal Land Use Law and any other relevant statutes, the Township shall adopt mixed-use overlay zones during the compliance phase for the following properties at a gross residential density of 12 units per acre with a twenty (20) percent affordable housing set aside for affordable units that are for sale and a fifteen (15) percent affordable housing set aside for affordable units that are for rent.
- b) In addition, the Township will adopt ordinance requiring a mandatory affordable housing set aside for all new multifamily (including townhouse) residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings by five or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Township.

The Township will comply with N.J.A.C. 5:93-4.3(c)3 and 4 with regard to the inclusion in a fair share plan when the DEP or its designated agent approves a proposal to provide water and/or sewer to a site other than those designated for the development of low and moderate income housing in a housing element and fair share plan. Land outside the sewer service area shall not be added to the RDP as calculated in Exhibit A through July 1, 2025 unless the Sewer Service Area is officially expanded and/or a development successfully receives approval by the DEP or its designated agent and all appeals having been exhausted.

12. The Township's RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance and, if such a change in circumstance occurs with the RDP, the Township shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 6, 2025.

13. The Township agrees to require 13% of all the affordable units referenced in this plan, with the exception of units constructed prior to July 6, 2008, and units subject to preliminary or final site plan approval prior to July 1, 2008, to be very low income units (defined as units affordable to households earning 30 percent or less of the regional median income by household size), with half of the very low income units being available to families.

14. Freehold will apply "rental bonus credits" in accordance with N.J.A.C. 5:93-5.15(d).

15. At least 50 percent of the units addressing the Township's Third Round Prospective Need shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households.

16. At least twenty-five percent of the Township's Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.

17. At least half of the units addressing the Township's Third Round Prospective Need in total must be available to families.

18. The Township agrees to comply with COAH's Round 2 age-restricted cap of 25 percent, and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the Township claim credit toward its fair share obligation for age-restricted units that exceed 25 percent of all units developed or planned to meet its Prior Round and Third Round fair share obligations.

19. The Township and/or its Administrative Agent shall add the following entities to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5): Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Monmouth County Branch of the NAACP, the Latino Action Network, Senior Citizens United Community Services (SCUCS), STEPS, OCEAN, Inc. and the Supportive Housing Association. As part of its regional affirmative marketing strategies during implementation of its Housing Element and Fair Share Plan, the Township and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations.

20. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be affordable to households earning at or below 35 percent of the regional median household income by household size, 13 percent of

affordable units in such projects shall be required to be affordable to households earning at or below 30 percent of the regional median household income by household size subject to Paragraph 12 herein, and all other applicable law. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law. The Township, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.

21. Upon full execution of this Agreement, Freehold shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. The parties anticipate that this fairness hearing will also consider individual settlements entered into between the Township and developers in the Township's plan referenced in this Agreement. Freehold will place this Agreement on file in the Township's municipal building and file a copy with the Court at least 30 days prior to the Fairness Hearing, at which the Township will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), *aff'd o.b.*, 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Within 120 days of the approval of this Agreement by the Court after a Fairness Hearing, Freehold will adopt a Housing Element and Fair Share Plan, along with a Spending Plan, and adopt all ordinances required to be adopted as part of this Agreement. The Township will then apply to the Court for the scheduling of a "Compliance Hearing" seeking judicial approval of Freehold's adopted Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Freehold shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearings. As long as the Affordable Housing Plan complies with the terms set forth herein, FSHC shall support the Township's application for approval of its Affordable Housing Plan at the Compliance Hearing. If the Court approves this Agreement after a Fairness Hearing, the parties hereto agree not to appeal the Court's approval. If the Court approves the Affordable Housing Plan following a Compliance Hearing, the parties agree that the Township will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. The parties further agree that the final judgment shall insulate the Township and its Planning Board from, among other things, exclusionary zoning litigation through July 1, 2025.

22. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Freehold's Round 3 obligation is decreased to 1,207 or less, with any relevant appeal periods having passed, the Township may file a proposed form of Order, on notice to FSHC and the Township's Service List, seeking to reduce its Round 3 obligation accordingly.

Such relief shall be presumptively granted. Notwithstanding any such reduction, the Township shall be obligated to implement the Housing Element and Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the remaining portion of the Township's allocation of the Round 3 regional need, and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its Round 3 obligation, the Township may carry over any resulting surplus credits to Round 4.

23. The Township shall prepare a Spending Plan for approval by the Court during, or prior to, the duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the Township and FSHC agree that the expenditures of funds contemplated in the Township's Spending Plan shall constitute the "commitment" for expenditure required pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing in accordance with the provisions of applicable law. Upon approval of its Spending Plan, the Township shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to FSHC and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services.

24. On the first anniversary of the entry of final judgment, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the Township may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

25. The Fair Housing Act includes two provisions regarding actions to be taken by the Township during the ten-year period of protection provided in this agreement. The Township agrees to comply with those provisions as follows:

- c) For the midpoint realistic opportunity review date, the parties agree that the midpoint for purposes of this agreement will be July 1, 2020 pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party

to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.

- d) For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the entry of final judgment, and every third year thereafter, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
- e) In addition to the foregoing postings, the Township may also elect to file copies of its reports with the Council on Affordable Housing or its successor agency at the State level.

26. This Agreement may be enforced by the Township or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Monmouth County. If FSHC determines that such action is necessary, the Township consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.

27. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved by the Trial Court unless and until an appeal of the Trial Court's approval is successful, at which point the Parties reserve their right to return to the *status quo ante*. In this regard, the Township and FSHC acknowledge that the parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

28. The Township agrees to pay \$50,000 to FSHC, payable within 10 days of judicial approval of this Agreement pursuant to a duly-noticed Fairness Hearing.

29. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

30. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any

section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

31. This Agreement may not be modified, amended or altered in any way except by a writing signed by both the Township and FSHC.

32. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

33. The Township and FSHC acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each person to sign this Agreement is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Township and FSHC and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

34. The Township and FSHC acknowledge that this Agreement was not drafted by the Township and FSHC, but was drafted, negotiated and reviewed by representatives of the Township and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The Township and FSHC expressly represent that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the persons executing it.

35. 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 the Township and FSHC.

36. This Agreement constitutes the entire Agreement between the Township and FSHC hereto and supersedes all prior oral and written agreements between the Township and FSHC with respect to the subject matter hereof except as otherwise provided herein.

37. No member, official or employee of the Township shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

38. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which representatives of the Township and FSHC have executed and delivered this Agreement.

39. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Township and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. 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 FSHC:

Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Fax: (856) 663-8182
Email: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:

Michael J. Edwards, Esq.
Jeffrey R. Surenian & Associates, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Fax: (732) 612-3101
Email: MJE@surenian.com

**WITH A COPY TO THE
TOWNSHIP ADMINISTRATOR:**

Peter Valesi, PE, Township Administrator
Township of Freehold
1 Municipal Plaza
Freehold, NJ 07728
Fax: (732) 462-7910
Email: pvalesi@twp.freehold.nj.us

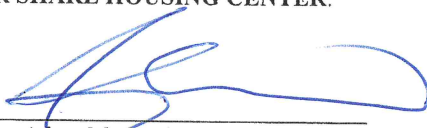
In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:

FAIR SHARE HOUSING CENTER:



By: 

Adam M. Gordon, Esq.
On Behalf of Fair Share Housing Center

Dated: November 8, 2019

Witness/Attest:

TOWNSHIP OF FREEHOLD:

Kirsten E. Boudolene

By: Barbara J. McMorrow
Barbara J. McMorrow, Mayor
On Behalf of the Township of Freehold

Dated: November 7, 2019

EXHIBIT A

**FREEHOLD TOWNSHIP
REALISTIC DEVELOPMENT POTENTIAL (RDP)**

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
RDP = 878								
44	4	3B	853 RT 33 E	GIBSON, ELMER ELLSWORTH JR	F-16	40.25	0.0	0
70.05	17	3B	210 W MAIN ST	MACW FREEHOLD, LLC	F-33	71.00	12.0	170
91	20	3B	267 MONMOUTH RD	E BROCK LTD PARTNERSHIP	F-62	61.10	6.0	73
49	10	3B	812 RT 33	HOMESTEAD REID PARTNERSHIP	F-19	44.05	6.0	53
67	21	1	61 RT 33	WG FREEHOLD, LLC	V-28	39.94	6.0	48
50	25	4A	3651 ROUTE 9	FREEHOLD MALL / ROUTE 9 TRANSIT VILLAGE DEVELOPMENT		25.60	N/A	45
78	2	3B	101 SHORE POINT DR	SILVER SHORE LAND COMPANY, LLC	F-46	35.90	6.0	43
83	1.01	4A	165 ELTON ADELPHIA RD.	THE EDGE AT FREEHOLD		15.69	N/A	42
72	82	3B	56 WILLOW BROOK RD	GIBSON & POLHEMUS FARM LLC	F-44	30.48	6.0	37
71	8	3B	3390 RT 9	LAND BANK FREEHOLD LLC	F-37	31.25	N/A	23
41.01	5.03	4C	COLTS NECK RD.	Treetops / "Chesterfield Apartments"		19.00	N/A	20

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
80	3	1	3301 RT 9	FREEHOLD CROSSING INC (M&M Realty)	V-22	12.86	6.0	15
7	3	3B	505-513 EAST FREEHOLD RD	EAST FREEHOLD ROAD ORCHARDS & VINEY	F-31	12.72	6.0	15
72	88	3B	161 THREE BROOKS RD	JAVIN, LP	F-45	12.84	6.0	15
69.01	23	1	168 RT 33	GROSSMAN, NEIL & NANCY W	V-413	7.31	8.0	15
5	22	3B	116 WATERWORKS RD	WATERWORKS ASSOCIATES LLC	F-20	4.63	6.0	14
6	13	3B	122 OLD ENGLISHTOWN RD	BUTKIEWICZ, PAUL & RAYMOND, ELIZABE	F-21	9.95	6.0	12
96.01	1	2	61 BERGERVILLE RD.	MANCUSO, HELEN	U-1	9.70	6.0	12
79	4	3B	550 HALLS MILLS RD	TEDES ASSOCIATES, LLC	F-48	9.55	6.0	11
13.01	12	3B	81 POND RD	KOZAK, PETER	F-6	9.22	6.0	11
12	18	3B	138 POND ROAD	RESZKOWSKI, THOMAS	V-427	8.75	6.0	11
92	17	3B	793 ELTON ADELPHIA RD	CHURCH OF ST ROBERT BELLARMINE	F-68	8.48	6.0	10
91	7.01	3B	227 MONMOUTH RD	KELLAR, MARY	F-65	8.17	6.0	10
91	20	3B	267 MONMOUTH RD	E BROCK LTD PARTNERSHIP	F-64	7.80	6.0	9
31	23	3B	237 DUTCH LANE RD	HEARN LLC	F-10	7.00	6.0	8
6	5	3B	84 WATERWORKS RD	CURLEY, RANDY S & DONNA L	F-26	6.63	6.0	8
101	13	3B	275 MONMOUTH RD	DE LUCIA, ARTHUR & ANNA	F-3	5.85	6.0	7
69	36.05	1	100 GIBSON PL	SAKER & ASSOCIATES LIMITED, LP	V-5	5.84	6.0	7
8	5	3B	169 ROBERTSVILLE RD	MOINI, BRAD J	F-50	5.82	6.0	7
79	6.01	3B	558 HALLS MILL RD	SCHULZ, JOANNE ETALS	F-49	5.60	6.0	7
92	17	3B	793 ELTON ADELPHIA RD	CHURCH OF ST ROBERT BELLARMINE	F-69	5.46	6.0	7
42	8	3B	420 BURLINGTON RD	CHAN, HENRY & KAM PING	F-14	5.06	6.0	6
12	31	2	75 WATERWORKS RD	FINE, SOPHIE C	U-2	5.00	6.00	6
92	12	3B	831 ELTON-ADELPHIA RD	NON, DIOSDADO	F-66	4.64	6.0	6
9	5	3B	34 TOPANEMUS LN	CAROTENUTO, LILLIAN & LOUIS	F-57	4.62	6.0	6
84	33	3B	300 STONE HILL RD	BASILE, SALVATORE	F-52	4.21	6.0	5
95	3	1	135 BERGERVILLE RD	SUN, ANDREW	V-422	3.98	6.0	5

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
42	12	1	530 BURLINGTON RD	BG INVEST/DIVERSIFIED CAPT-STONEHILL	V-418	3.72	6.0	4
83	9	1	55 JACKSON MILLS RD	H&E JACOBS FAMILY LLC	V-420	3.28	6.0	4
6	35	38	97 SCHIBANOFF LN	CURLEY, RANDY & DONNA	F-23	3.06	6.0	4
67	39	1	205 RT 33	BIGGS, JONATHAN & MARY ANN	V-419	3.06	6.0	4
42	47	1	21 GRIFFITH ST	CHAU FAN OU & JYH-MEEI JONG & LEE, M	V-424	8.40	6.0	10
72.11	2	38	88 WILLOW BROOK RD	GIBSON & POLHEMUS FARM LLC	F-42	2.73	6.0	3
69	36.04	1	80 GIBSON PL	SAKER & ASSOCIATES LIMITED, LP	V-7	2.71	6.0	3
6	11	1	100 OLD ENGLISHTOWN RD	BEACON METAL CO	V-426	2.68	6.0	3
72.13	4	38	74 WILLOW BROOK RD	GIBSON & POLHEMUS FARM LLC	F-43	2.62	6.0	3
85.12	25	1	630 W MAIN ST	FREEHOLD REALTY ASSOCIATES	V-412	2.40	6.0	3
80	37	1	3475 RT 9 REAR	A & M PLAZA, LLC % GB LTD OPER CO	V-18	2.37	6.0	3
45	3	38	97 CROW HILL RD	GIBSON FARM, LLC	F-17	2.21	6.0	3
69	36.07	1	85 GIBSON PL	SAKER & ASSOCIATES LTD, LP	V-8	2.15	6.0	3
87	2.01	1	950 W MAIN ST	950 WEST MAIN STREET LLC	V-11	2.12	6.0	3
69	36.06	1	105 GIBSON PL	SAKER & ASSOCIATES LTD, LP	V-6	2.08	6.0	2
80	6	1	3413 RT 9	PETROU LLC/OMEGA REALTY	V-21	2.05	6.0	2
97	31.01	1	196 JACKSON MILLS RD	JANCZEWSKI, CAROL	V-417	1.99	6.0	2
95	3.06	1	129 BERGERVILLE RD	DE SIMONE, JOHN & MICHELLE	V-421	1.92	6.0	2
69.01	33.02	38	270 RT 33	RITCHIE, LYNN	F-29	1.91	6.0	2
92	12	38	831 ELTON-ADELPHIA RD	NON, DIOSDADO	F-67	1.85	6.0	2
91	20	38	267 MONMOUTH RD	E BROCK LTD PARTNERSHIP	F-63	1.81	6.0	2
16	7.05	1	3 ROLLING HILLS CT	GS REALTY CORP	V-438	1.60	6.0	2
80	7	1	3415 RT 9	PETROU LLC/OMEGA REALTY	V-19	1.25	6.0	1
69.01	16	1	56 RT 33	FREEMALL ASSOCIATES	V-14	1.18	6.0	1
32.06	10	1	178 DUTCH LANE RD REAR	KELSEY, ROBERT & ALINE	V-434	1.17	6.0	1
70.05	8	1	3652 RT 9	BANK OF AMERICA, N.A.	V-15	1.07	6.0	1
96	20	2	243 JACKSON MILLS RD	VLACH, MICHAEL & MARGARETTE	U-3	1.00	6.00	1
101	13	38	275 MONMOUTH RD	DE LUCIA, ARTHUR & ANNA	F-2	0.83	6.0	1

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
100	20	3B	111 SILOAM RD	BURKE, R JEFFREY & DEBRA	F-1	0.59	6.0	1
6	35	3B	97 SCHIBANOFF LN	CURLEY, RANDY & DONNA	F-24	0.22	6.0	0
71	8	3B	3390 RT 9	LAND BANK FREEHOLD LLC	F-35	0.10	6.0	0
70.05	17	3B	210 W MAIN ST	MACW FREEHOLD, LLC	F-34	0.05	6.0	0
101	13	3B	275 MONMOUTH RD	DE LUCIA, ARTHUR & ANNA	F-4	0.01	6.0	0
70.05	17	3B	210 W MAIN ST	MACW FREEHOLD, LLC	F-32	0.00	6.0	0
72	87			FREEHOLD TOWNSHIP		21.48	0.0	0
42	2	3B	260 BURLINGTON RD	NORTHFIELD, ROBERT	F-13	14.51	6.0	0
72	84.01			FREEHOLD TOWNSHIP		9.89	0.0	0
85.12	24	1	610 W MAIN ST	FREEHOLD REALTY ASSOCIATES	V-24	2.35	6.0	0
87.02	44	1	20 SENTINEL RD	CENTRASTATE HEALTHCARE FOUNDATION	V-12	2.35	6.0	0
87.02	43	1	10 SENTINEL RD	CENTRASTATE HEALTHCARE FOUNDATION	V-9	2.30	6.0	0
68.01	29	3B	124 WEMROCK RD	HOVNANIAN, PARIS	F-27	20.89	6.0	0
69.01	33.01	3B	230 RT 33	RITCHIE, THOMAS E	F-28	19.13	0.0	0
6	36	3B	91 SCHIBANOFF LN	L&E NURSERY ENTERPRISE %BROCK FARM	F-25	11.40	6.0	0
6	34	3B	95 SCHIBANOFF LN	WATERWORKS ASSOCIATES LLC	F-22	7.05	0.0	0
70.05	9		3652 Route 9	Bank of America	V-13	2.41	6.0	0
85.12	22	1	105 REDWOOD LN	FREEHOLD REALTY ASSOCIATES	V-23	2.13	6.0	0
90.01	6.02	3B	189 MONMOUTH RD	SOUTH BRUNSWICK ENTERPRISE LLC	F-59	1.49	6.0	0
31	1.01	3B	354 RT 79	VAN MATER, PIERRE D & CAROL A	F-9	1.45	6.0	0
90.01	6.04	3B	197 MONMOUTH RD	SOUTH BRUNSWICK ENTERPRISE LLC	F-61	1.15	6.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Apprx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
90.01	6.03	3B	193 MONMOUTH RD	SOUTH BRUNSWICK ENTERPRISE LLC	F-60	1.11	6.0	0
67	22	3B	4078 RT 9	STATE OF NJ-PARKS LEASE %WIKOFF		84.42	0.0	0
89	9	3B	125 MONMOUTH RD	CLAYTON FAMILY LP		75.16	0.0	0
49.36	1	1	36-1 WHISTLER DR	INDEPENDENCE SQ CONDO ASC		37.29	0.0	0
43	21	3B	797 RT 33	GREMS-KIRK RAILWAY LLC	F-15	37.15	0.0	0
89	11					31.30	0.0	0
69.01	18.09	1	2 RACEWAY MALL DRIVE	FREEHOLD RACEWAY VILLAGE CONDO		29.43	0.0	0
83.17	1	1	50 WEATHERVANE LN	STRICKLAND FARM CONDO ASSOC		29.32	0.0	0
86.180	1					28.39	0.0	0
86	5	3B	1075 W MAIN ST	FREEHOLD VENTURES LLC C/O CASADONTE	F-54	26.14	0.0	0
84	11					25.60	0.0	0
86.02	1	1	250 WEMROCK RD	RAINTREE ASSOC % EPM		23.34	0.0	0
71	8	3B	3390 RT 9	LAND BANK FREEHOLD LLC	F-36	19.77	0.0	0
91	51	1	1091 BURKE RD	LONE PINE CORP		19.04	0.0	0
81	7	1	116 ELTON-ADELPHIA RD	ADELPHIA GREENS II CONDO ASSOC		16.61	0.0	0
91	52	1	1051 BURKE RD REAR	LONE PINE CORP		15.64	0.0	0
84	17	3B	61 GEORGIA RD	CHURCH OF ST ROBERT BELLARMINE	F-51	15.48	0.0	0
69.01	18.04					15.22	0.0	0
11	15					13.85	0.0	0
49	46.031	1	245 WILLOW BROOK RD	South Siberian LLC	V-25	13.85	0.0	0
87.01	9	3B	29 GRAVEL HILL RD	VIRAG, IRENE E&VIRAG-NON,CHRISTINE		13.52	0.0	0
49	1.01	1	101HALLS MILLS RD	FREEHOLD BUSINESS & TECHNOLOGY PARK	V-36	13.40	0.0	0
42	26.012	1	1 BUSINESS PARK DR	ASBURY AVENUE PARTNERS, LLC		13.14	0.0	0
83	21					13.04	0.0	0
96.01	6	1	400 RIVIERA RD	RIVIERA @ FREEHOLD HOMEOWNERS ASSOC		13.02	0.0	0
32	12					12.97	0.0	0

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86.182	1	1	2 JODA DR	WYNDHAM PLACE @ FREEHOLD		11.93	0.0	0
87.01	9.01	38	830 ELTON-ADELPHIA RD	VIRAG, PETER		11.79	0.0	0
44	9	38	67 ASBURY AVE	ARCHBOLD, ELSIE & KAREN K		11.51	0.0	0
89	10					11.50	0.0	0
91	53	1	1001 BURKE RD	LONE PINE CORP		10.87	0.0	0
94	8					10.66	0.0	0
86.01	20	38	3 GULLY RD	TURNER, DOROTHY	F-53	10.62	0.0	0
19	90			FREEHOLD TOWNSHIP		10.55	0.0	0
43	41.01	1	160 CENTER ST	NESTLE USA ATTN: TAX - 4C	V-29	8.91	0.0	0
71.03	6	1	111 STONEHURST BLVD	STONEHURST ASSOCIATION INC		8.89	0.0	0
41.02	1.26	1	150-250 COLTS NECK RD	COLTS PRIDE HOMEOWNERS ASSOC, INC		8.83	0.0	0
7	11	38	29 SILVERS RD	FREDENBURG, LYNN	F-30	8.77	0.0	0
95	14		***DUPLICATED***		V-423	8.57	0.0	0
89	8.02	38	62 GRAVEL HILL RD	OLBIS, JOHN A & CAROLINE	F-55	8.49	0.0	0
86.181	1	1	108 GULLY RD	WYNDHAM PLACE @ FREEHOLD		8.48	0.0	0
89	8	38	113 MONMOUTH RD	OLBIS, JOHN A JR & CAROLINE	F-56	8.33	0.0	0
95.01	1.01	1	200 RIVIERA RD	RIVIERA @ FREEHOLD HOMEOWNERS ASSOC		8.24	0.0	0
71.02	12	1	110 STONEHURST BLVD	STONEHURST ASSOCIATION INC		8.17	0.0	0
41	5	1	560 COLTS NECK RD	BRIARWOOD CONDO %WENTWORTH		8.12	0.0	0
70	21					7.87	0.0	0
83.18	1	1	100 WEATHERVANE LN	STRICKLAND FARM CONDO ASSOC		7.74	0.0	0
96.02	1.01	1	700 RIVIERA RD	RIVIERA @ FREEHOLD HOMEOWNERS ASSOC		7.58	0.0	0
91	54					7.57	0.0	0
86.180	17	1	56 GULLY RD REAR	RAINTREE ASSOC % EPM		7.48	0.0	0
71.04	4	1	130 STONEHURST BLVD	STONEHURST ASSOCIATION INC		7.34	0.0	0
95	15.01	1	300 RIVIERA RD	RIVIERA @ FREEHOLD HOMEOWNERS ASSOC		6.95	0.0	0
71.01	11	1	61 STONEHURST BLVD	STONEHURST ASSOCIATION INC		6.80	0.0	0
97	80	38	149 GEORGIA RD	RBT REALTY	F-77	6.19	0.0	0
101	39	1	311 MONMOUTH RD	JERSEY CENTRAL POWER & LIGHT CO		6.15	0.0	0

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43	24	1	775 RT 33	RALPH CLAYTON & SONS	V-411	6.14	0.0	0
92	7	3B	839 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE %CLAYTON		5.89	0.0	0
15	17.02	3B	211 OLD MILL RD	GUSTAVSEN, JOHN A. & DIANNE	F-7	5.89	0.0	0
42	15	1	14 MAHER RD REAR	BRANCADORA, ENRICO S & NANCY A	V-404	5.56	0.0	0
32	7	3B	101 KOZLOSKI RD	GENERATION PINES II, LLC	F-12	5.42	0.0	0
71.02	11	1	80 STONEHURST BLVD	STONEHURST ASSOCIATION INC		5.37	0.0	0
49	18	1	Part of Block 49 Lots 10, 11, 18	HOMESTEAD REID PARTNERSHIP	V-30	5.34	0.0	0
15	18	3B	231 OLD MILL RD	MARK, GENE & SANDRA L	F-8	5.21	0.0	0
92	25	1	1018 BURKE RD	LONE PINE CORP		5.14	0.0	0
92	7	3B	839 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE %CLAYTON		5.07	0.0	0
42.08	1	1	300 FRENEAU BLVD	POET'S CORNER HOMEOWNER'S ASSOC		5.05	0.0	0
84	21.01					4.81	0.0	0
85.36	7	1	660 W MAIN ST	CENTRASTATE MEDICAL CENTER, INC.	V-416	4.69	0.0	0
83.16	1	1	10 WEATHERVANE LN	STRICKLAND FARM CONDO ASSOC		4.64	0.0	0
69.01	18.02					4.51	0.0	0
86.05	9.78					4.47	0.0	0
78.02	8			International Vitamin	V-37	4.37	0.0	0
97	38.06	3B	178 JACKSON MILLS RD	DI ANTONIO, JAMES & PAZ	F-76	4.32	0.0	0
83	22					4.21	0.0	0
86.15	3					4.16	0.0	0
71.021	13	1	120 STONEHURST BLVD	STONEHURST ASSOCIATION INC		4.05	0.0	0
72.11	1.05	3B	8 PARAGON WAY	PARAGON FREEHOLD LAND, LLC	F-40	3.97	0.0	0
69.01	18.02					3.75	0.0	0
97	36				V-408	3.59	0.0	0
95.02	1.01	1	500 RIVIERA RD	RIVIERA @ FREEHOLD HOMEOWNERS ASSOC		3.58	0.0	0
92	1.01	3B	855 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE % CLAYTON		3.51	0.0	0

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92	1.01	3B	855 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE % CLAYTON		3.38	0.0	0
41	5.06					3.27	0.0	0
70	34.02	1	222 SCHANCK RD	PATRIOT'S PROF PARK CONDO ASSOC		3.26	0.0	0
42.09	1	1	100 FRENEAU BLVD	POET'S CORNER HOMEOWNER'S ASSOC		3.24	0.0	0
32.06	7	3B	102 KOZLOSKI RD	GENERATION PINES, LLC	F-11	3.12	0.0	0
86	5.02	1	1043 W MAIN ST	IJS PROPERTIES LLC	V-414	3.12	0.0	0
91	46				V-405	3.12	0.0	0
86.22	2					3.11	0.0	0
85.11	23					3.05	0.0	0
86.23	2					3.03	0.0	0
86	5.01	1	1001 W MAIN ST	PROFESSIONAL PLAZA CONDOMINIUM		3.01	0.0	0
92	41	1	1060 BURKE RD	LONE PINE CORP		2.86	0.0	0
69.01	33	1	119 WEMROCK RD	REVOLUTIONARY COMMONS, LLC	V-17	2.80	0.0	0
93.02	44				V-26	2.77	0.0	0
70	27					2.76	0.0	0
70.10	2.02	1	3616 RT 9 REAR	PMGB, LLC %G.B. LTD OPER CO	V-20	2.75	0.0	0
93.02	47				V-27	2.74	0.0	0
69.01	18.01					2.69	0.0	0
72.11	1.06	3B	10 PARAGON WAY	PARAGON FREEHOLD LAND, LLC	F-41	2.69	0.0	0
15	17.03	1	217 OLD MILL RD	BETZ, OLGA	V-437	2.58	0.0	0
93	29	3B	777 ELTON-ADELPHIA RD	MALDANIS, LOUISE A	F-73	2.55	0.0	0
86.15	2					2.42	0.0	0
94	13.01					2.37	0.0	0
92	10	3B	817 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE % CLAYTON		2.35	0.0	0
87	2.02					2.25	0.0	0
43	33	1	75 JERSEYVILLE AVE REAR	NESTLE USA ATTN: TAX - 4C	V-32	2.21	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
86.04	5.39					2.20	0.0	0
87	3.02					2.20	0.0	0
95	18				V-2	2.15	0.0	0
86.21	1					2.15	0.0	0
13.01	11	1		WHITEHILL, HOWARD & SANDRA	V-428	2.13	0.0	0
86.23	1.02					2.06	0.0	0
86.03	1					2.04	0.0	0
94	1	3B	83 STRICKLAND RD	ARBETTMAN, FRED & IRIS	F-75	2.00	0.0	0
87	2.04	1	495 IRON BRIDGE RD	CENTRA MEDIPILEX CONDO ASSOC INC		1.97	0.0	0
92	10	3B	817 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE % CLAYTON		1.93	0.0	0
28	18					1.92	0.0	0
42	14				V-409	1.92	0.0	0
86.15	1					1.91	0.0	0
69	36.09	1	45 GIBSON PL	GIBSON MEDICAL, LLC % ONYX EQUITIES		1.91	0.0	0
87	2.03	1	501 IRON BRIDGE RD	POTTER ROAD ASSOCIATES		1.90	0.0	0
42.13	1	1	95 LAZARUS DR	POET'S CORNER HOMEOWNER'S ASSOC		1.89	0.0	0
42.11	1	1	55 LAZARUS DR	POET'S CORNER HOMEOWNERS ASSN		1.87	0.0	0
6	8	1	60 WATERWORKS RD	HORVATH, CHARLES W & ROSE M	V-432	1.86	0.0	0
86.21	2					1.81	0.0	0
15	17.01	1	219 OLD MILL RD	BETZ, OLGA	V-436	1.81	0.0	0
41	5.04					1.78	0.0	0
91	32				V-407	1.78	0.0	0
86.06	1	1	110 PAGODA LN	BRIARGLEN II%EXC PROP MGMT		1.72	0.0	0
97	39				V-3	1.66	0.0	0
68.01	24				V-397	1.60	0.0	0
91	47				V-406	1.60	0.0	0
93.02	43	3B	40 GEORGIA RD	EKIMOV, SERGUEI & LIUDMILA	F-71	1.58	0.0	0
86.05	11.89					1.58	0.0	0
97	80.01	1	151 GEORGIA RD	RBT REALTY LLC	V-1	1.55	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
86.07	3	1	13 PAGODA LN	BRIARGLEN II%EXC PROP MGMT		1.54	0.0	0
41	5.05					1.52	0.0	0
93.02	42	3B	36 GEORGIA RD	EKIMOV, SERGUEI & LIUDMILA	F-70	1.52	0.0	0
96	8.01				V-400	1.47	0.0	0
96.04	1.01	1	900 RIVIERA RD	RIVIERA OF FREEHOLD HOMEOWNERS ASSO		1.44	0.0	0
86.22	3					1.39	0.0	0
12	7	1	48 TOPANEMUS LN	REILLY, JOSEPH B & ANA M	V-402	1.35	0.0	0
86.21	3					1.34	0.0	0
72	93					1.33	0.0	0
95	23				V-399	1.33	0.0	0
6	10				V-403	1.32	0.0	0
15	22				V-439	1.29	0.0	0
90.01	6.01	3B	185 MONMOUTH RD	SOUTH BRUNSWICK ENTERPRISE LLC	F-58	1.27	0.0	0
15	14.01	1	475 EAST FREEHOLD RD	CRAVEN, AMY G	V-435	1.26	0.0	0
49	11		Part of Block 49 Lots 10, 11, 18	HOMESTEAD REID PARTNERSHIP	V-35	1.26	0.0	0
43	34				V-31	1.26	0.0	0
69.01	29.01				V-431	1.24	0.0	0
86.07	1	1	65 PAGODA LN	BRIARGLEN II%EXC PROP MGMT		1.24	0.0	0
86.22	1					1.19	0.0	0
43	41.04	1	1711 GINESI DR	GREENFIELD, MICHAEL	V-34	1.19	0.0	0
95	8				V-395	1.16	0.0	0
86.02	1.03					1.15	0.0	0
41.03	1.06					1.15	0.0	0
19	77	1	128 ROBERTSVILLE RD REAR	FERDINANDO, JOSEPH J & ANNE MARIE	V-410	1.09	0.0	0
83	10.04	1	82 STRICKLAND RD	SILVER ENTERPRISES INC	V-396	1.08	0.0	0
93	29	3B	777 ELTON-ADELPHIA RD	MALDANIS, LOUISE A	F-73	1.05	0.0	0
43	41.12	1	1712 GINESI DR	LG SQUARED INVESTMENT LLC	V-33	1.04	0.0	0
72	89.03	1	119 THREE BROOKS RD REAR	TEDROW, VIVIAN	V-433	1.04	0.0	0
83	21.139					1.02	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
101	3				V-398	1.02	0.0	0
86.23	1					1.02	0.0	0
69.03	34					1.02	0.0	0
19	82							
36	4	1	202 STONEHILL RD	ASSESSED IN COLTS NECK	V-401	1.01	0.0	0
64	3	1	23 SWAN LAKE PARK DR	SWAN LAKE PARK ASSOCIATION	V-340	1.00	0.0	0
64	4				V-46	0.99	0.0	0
96	8				V-72	0.99	0.0	0
80.10	12				V-317	0.98	0.0	0
4	15				V-153	0.98	0.0	0
105	53	38	342 GEORGIA RD	D/AMBROSA FAMILY IRREVOCABLE TRUST	V-373	0.98	0.0	0
70	22	1	348 W MAIN ST	348 WEST MAIN, LLC	F-5	0.97	0.0	0
70.06	1	1	140 SCHANCK RD	G/VF CONSTRUCTION LLC	V-184	0.96	0.0	0
5	2.01	1	4353 RT 9	POND ROAD ASSOCIATES	V-38	0.93	0.0	0
86.36	1.45				V-360	0.92	0.0	0
71	30.02				V-256	0.92	0.0	0
93	29.01	38	777 ELTON-ADELPHIA RD	MALDANIS, LOUISE A	V-151	0.92	0.0	0
71	27				F-72	0.92	0.0	0
69.01	14				V-298	0.91	0.0	0
96	26	1	267 JACKSON MILLS RD	LEWYKIN, LUDMILLA	V-104	0.90	0.0	0
3	1.01				V-210	0.89	0.0	0
86.32	1.188				V-394	0.89	0.0	0
101	26	1	295 MONMOUTH RD	REYNOLDS, LILY ANN	V-101	0.86	0.0	0
4	33				V-181	0.85	0.0	0
4	16.01				V-362	0.84	0.0	0
88.04	4.03	1	130 GRAVEL HILL RD	ASSESSED IN MANALAPAN TWP	V-363	0.82	0.0	0
32.06	3	1	393 EAST FREEHOLD RD	GARNER, BONNIE JEAN	V-337	0.82	0.0	0
79	10.01				V-117	0.81	0.0	0
42	11.12	1	32 HUNT RD	CHATER, MAMOUN	V-312	0.81	0.0	0
					V-165	0.80	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
6	29	1	267 THROCKMORTON ST	DILL'S RACEWAY EQUIPMENT INC	V-368	0.79	0.0	0
65	12.01				V-99	0.79	0.0	0
101	11	1	58 SILOAM RD	ARAGON, H & PISCH L %J ARAGON	V-207	0.78	0.0	0
18	4				V-392	0.78	0.0	0
96	11	3B	28 GEISLERS LN	GEISLER, JOHN J JR		0.77	0.0	0
42	16	1	18 MAHER RD REAR	UNKNOWN	V-118	0.74	0.0	0
86.07	2				V-247	0.73	0.0	0
42.10	1	1	111 FRENEAU BLVD	POET'S CORNER HOMEOWNERS ASSN	V-51	0.71	0.0	0
32.06	1.02				V-74	0.69	0.0	0
101	10	1	52 SILOAM RD	PREZIOSI, LOUIS & DECESSARE L	V-206	0.69	0.0	0
17	4	1	6 DITTMAR RD	FORMAN & GYALOG ETALS	V-382	0.68	0.0	0
85.36	7.01	1	51 POTTER RD	CENTRASTATE MEDICAL CENTER, INC.	V-335	0.68	0.0	0
31.05	18				V-54	0.67	0.0	0
86.25	1.123				V-63	0.67	0.0	0
71	28				V-154	0.67	0.0	0
86.12	1.02				V-355	0.66	0.0	0
19	81.03				V-377	0.66	0.0	0
67	41				V-145	0.66	0.0	0
86.38	1.191				V-143	0.66	0.0	0
86.33	1.03				V-281	0.65	0.0	0
42	11.14	1	62 HUNT RD	CHATER, MAMOUN	V-109	0.65	0.0	0
16	7.03				V-381	0.65	0.0	0
42.12	1	1	455 FRENEAU BLVD	POET'S CORNER HOMEOWNER'S ASSOC	V-168	0.65	0.0	0
69.01	2	1	6 RT 33	FREEMALL ASSOCIATES, LLC	V-169	0.64	0.0	0
86.10	1.04				V-58	0.62	0.0	0
86.37	1	1	160 RAINTREE RD	KAPLAN @ HEATHER RIDGE III	V-189	0.62	0.0	0
19	7.01				V-375	0.62	0.0	0
2	3				V-370	0.61	0.0	0
6	33				V-380	0.61	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
71.35	13				V-300	0.61	0.0	0
96	7				V-314	0.60	0.0	0
81	3	1	3223 RT 9	ARAFAT, SAYED & BOSAYNA	V-186	0.60	0.0	0
86.25	2				V-251	0.60	0.0	0
86.33	1.02				V-257	0.59	0.0	0
4	26	1	37 ILENE WAY	VARGA, ERNEST C	V-365	0.58	0.0	0
97.02	2	1	161 EAGLENEST RD	CHEHANSKE, GEORGE J	V-180	0.58	0.0	0
112	4				V-69	0.58	0.0	0
80.10	8	1	599 HALLS MILL RD	TESTA, JOSEPH A	V-333	0.58	0.0	0
71.33	5				V-315	0.57	0.0	0
85.36	9				V-299	0.56	0.0	0
86.02	1.02				V-294	0.55	0.0	0
91	23				V-324	0.55	0.0	0
86.20	1.03				V-248	0.55	0.0	0
42.01	2	1	76 ASBURY AVE	LINNETT, PAUL & DOLORES T	V-348	0.54	0.0	0
80.03	15	1	61 SABINA TER	BILOTTA, VITO & KIM	V-199	0.54	0.0	0
71	8	3B	3390 RT 9	LAND BANK FREEHOLD LLC		0.53	0.0	0
86.20	1.02	1	14 RAIN TREE RD	HEATHER RIDGE HOME %EPM	V-108	0.53	0.0	0
86.23	1.05				V-55	0.53	0.0	0
6	24				V-378	0.53	0.0	0
71	23				V-65	0.53	0.0	0
82	2				V-289	0.52	0.0	0
6	17				V-393	0.52	0.0	0
85.51	1				V-131	0.50	0.0	0
86.20	1.54				V-270	0.50	0.0	0
69	50				V-76	0.49	0.0	0
112	1	1	55 SILOAM RD	APLEGATE, SYLVIA	V-208	0.48	0.0	0
86.36	1.01				V-297	0.47	0.0	0
86.35	1.294				V-280	0.47	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
86.25	1.124				V-162	0.47	0.0	0
17	10				V-391	0.47	0.0	0
83	21.019					0.47	0.0	0
86.14	1.02				V-264	0.47	0.0	0
95	7				V-322	0.46	0.0	0
12	26	1	27 HOLMES TER REAR	ASSESSED IN FREEHOLD BORO	V-387	0.46	0.0	0
79	7	1	554 HALLS MILL RD	REID SOD FARM	V-188	0.46	0.0	0
91	17				V-303	0.46	0.0	0
66	2				V-123	0.46	0.0	0
4	22				V-379	0.46	0.0	0
86.39	1	1	150 RAIN TREE RD	HEATHER RIDGE II HOMEOWNERS ASSOC	V-40	0.46	0.0	0
86.20	1.01				V-259	0.44	0.0	0
4	47				V-374	0.44	0.0	0
14	10				V-372	0.43	0.0	0
70	20.03				V-261	0.43	0.0	0
4	32	3B	347 FRHLD-ENGLISHTOWN RD	STATE OF NJ-PARKS & FORESTRY %WIKOFF		0.43	0.0	0
86.23	2.02				V-246	0.43	0.0	0
81	5				V-291	0.42	0.0	0
83	17	1	3224 RT 9	G.S.REALTY CORP.	V-175	0.42	0.0	0
86.25	1				V-222	0.42	0.0	0
101	12	1	40 SILOAM RD	ARAGON, HELEN %J ARAGON	V-176	0.42	0.0	0
28.04	9	1	14 HANCE BLVD	ASSESSED IN FREEHOLD BORO	V-192	0.41	0.0	0
43.01	15	1	839 RT 33	ADVANCING OPPORTUNITIES INC	V-172	0.41	0.0	0
86.08	1				V-127	0.41	0.0	0
86.39	1.01				V-142	0.41	0.0	0
79	2.01	3B	569 HALLS MILL RD REAR	569 HALLS MILL RD, LLC	F-47	0.40	0.0	0
101	7	1	60 SILOAM RD	ARAGON, HELEN %J ARAGON	V-201	0.40	0.0	0
79	3	3B	569 HALLS MILL RD	569 HALLS MILL RD, LLC		0.39	0.0	0
69.01	4				V-243	0.39	0.0	0

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2	4.03	1	357 POND RD	JERSEY CENTRAL POWER & LIGHT CO	V-366	0.38	0.0	0
41.02	6.02	1	130 COLTS NECK RD	ASSESSED IN FREEHOLD BORO	V-341	0.37	0.0	0
81	7.01	1	122 ELTON-ADELPHIA RD	ADELPHIA GREENS II CONDO ASSOC	V-179	0.37	0.0	0
19	41				V-371	0.36	0.0	0
112	13	1	93 SILOAM RD REAR	BOYLAN, TIMOTHY M	V-44	0.36	0.0	0
8	14.01				V-376	0.35	0.0	0
69	44				V-78	0.34	0.0	0
69.01	28				V-89	0.34	0.0	0
19	48				V-361	0.33	0.0	0
67	17				V-122	0.33	0.0	0
62	2				V-349	0.33	0.0	0
12	25	1	29-31 HOLMES TER REAR	ASSESSED IN FREEHOLD BORO	V-388	0.33	0.0	0
86.31	1.180				V-266	0.32	0.0	0
86.23	1.051				V-135	0.32	0.0	0
86.09	1	1	45 PERRI RD	OLDE OAKS II HOMEOWNERS ASSOC	V-48	0.32	0.0	0
68.01	19.01				V-150	0.32	0.0	0
12	25.01	1	33 HOLMES TER REAR	ASSESSED IN FREEHOLD BORO	V-386	0.32	0.0	0
86.36	1	1	170 RAINTREE RD	KAPLAN @ HEATHER RIDGE II	V-190	0.31	0.0	0
68	4				V-73	0.30	0.0	0
69	46.02				V-77	0.30	0.0	0
71.48	18	1	121 SCHANCK RD REAR	RB & SB, LLC	V-115	0.30	0.0	0
86.13	1				V-152	0.30	0.0	0
97.09	54				V-4	0.30	0.0	0
28.03	10	1	26 BRAUN PL	ASSESSED IN FREEHOLD BORO	V-343	0.30	0.0	0
91	3.06	1	869 ELTON-ADELPHIA RD REA	RAMALHETE, JOHN & SUSAN F	V-45	0.29	0.0	0
69.01	29.02	1	188 RT 33 REAR	TIMOFEEV, CYPRIAN & FLORENCE	V-171	0.29	0.0	0
91	24				V-325	0.29	0.0	0
88.04	4.01	1	118 GRAVEL HILL RD REAR	ASSESSED IN MANALAPAN TWP	V-336	0.28	0.0	0
112	5	1	73 SILOAM RD	MC PAUL, JACQUELINE	V-198	0.28	0.0	0

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28.04	5	1	15 BRAUN PL	ASSESSED IN FREEHOLD BORO	V-339	0.28	0.0	0
43	29	1	181 JERSEYVILLE AVE	NESTLE USA ATTN: TAX - 4C	V-47	0.28	0.0	0
86.29	1.62				V-128	0.26	0.0	0
86.29	1.61				V-272	0.26	0.0	0
43	32				V-304	0.26	0.0	0
92	13	1	811 ELTON-ADELPHIA RD	ENGLEMAN, MARK & CATHERINE	V-187	0.26	0.0	0
42	20				V-53	0.26	0.0	0
50	20				V-235	0.25	0.0	0
95	22				V-321	0.25	0.0	0
86.37	1.04				V-70	0.25	0.0	0
42	39				V-119	0.25	0.0	0
71.03	1.01	1	WINDSOR DR	UNKNOWN	V-185	0.24	0.0	0
80	1				V-290	0.24	0.0	0
86.35	1				V-278	0.24	0.0	0
86.14	1.01				V-286	0.24	0.0	0
86.23	1.01				V-94	0.24	0.0	0
28.01	9	1	29 HANCE BLVD	ASSESSED IN FREEHOLD BORO	V-346	0.24	0.0	0
86.19	1	1	2 RAINTREE RD	HEATHER RIDGE HOME %EPM	V-173	0.24	0.0	0
86.10	1				V-56	0.24	0.0	0
86.14	1				V-279	0.23	0.0	0
86.27	1.146				V-130	0.23	0.0	0
49.36	34	1	626 RT 33 REAR	ASSESSED IN FREEHOLD BORO	V-195	0.23	0.0	0
90.01	1	1	207 MONMOUTH ROAD	BOCHIS, JOHN	V-42	0.22	0.0	0
86.22	2.01				V-96	0.22	0.0	0
91	36	1	104 TURKEY SWAMP RD	FITZPATRICK, NEEDHAM & ANNA LEE	V-213	0.22	0.0	0
12	27	1	25 HOLMES TER REAR	ASSESSED IN FREEHOLD BORO	V-369	0.22	0.0	0
19	36	1	45 BEECHWOOD AVE	HAWTHORNE, HARRY J & ELIZABETH L	V-364	0.22	0.0	0
44	10	1	73 ASBURY AVE	ASSESSED IN HOWELL TWP	V-194	0.22	0.0	0
48	5				V-67	0.21	0.0	0

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101	9	1	54 SILOAM RD	ARAGON, HELEN %J ARAGON	V-200	0.21	0.0	0
86.32	1				V-258	0.20	0.0	0
86.24	1.99				V-140	0.20	0.0	0
101	14	1	271 MONMOUTH RD	PIPERNO, FRANK, PAUL & MIKE	V-338	0.20	0.0	0
97	34				V-331	0.19	0.0	0
86.18	1	1	12 RAIN TREE RD	HEATHER RIDGE HOME %EPM	V-178	0.19	0.0	0
86.17	1	1	16 RAIN TREE RD	HEATHER RIDGE HOME %EPM	V-174	0.19	0.0	0
86.34	1				V-253	0.19	0.0	0
101	37.01	1	311 MONMOUTH RD	JERSEY CENTRAL POWER & LIGHT CO	V-215	0.19	0.0	0
48	2				V-91	0.19	0.0	0
17	2				V-389	0.19	0.0	0
69.01	5				V-102	0.19	0.0	0
48	3				V-90	0.19	0.0	0
86.12	1.107				V-271	0.18	0.0	0
95	17.01				V-329	0.18	0.0	0
86.35	1.293				V-287	0.18	0.0	0
86.16	1	1	20 RAIN TREE RD	HEATHER RIDGE HOME %EPM	V-107	0.18	0.0	0
42	34	1	ASBURY AVE	STARK, CHRISTOPHER S.	V-50	0.18	0.0	0
96.02	33	1	26 CARLETON DR	TOLL NJ III LP	V-202	0.18	0.0	0
32	33.01				V-351	0.18	0.0	0
86.37	1.01				V-296	0.18	0.0	0
42	32				V-98	0.17	0.0	0
42	31				V-97	0.17	0.0	0
17	3				V-390	0.17	0.0	0
48	4				V-68	0.17	0.0	0
65.01	13	1	92 STOKES ST	ASSESSED IN FREEHOLD BORO	V-193	0.17	0.0	0
53	7.01	1	31 EURETTA AVE	JACOBSEN, LESLIE	V-110	0.16	0.0	0
53	3				V-57	0.16	0.0	0
53	12				V-245	0.16	0.0	0

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84	38				V-320	0.16	0.0	0
86.14	1.129				V-129	0.16	0.0	0
41	2	1	10 HARRISON DR	CONTI, HILDA	V-41	0.16	0.0	0
92	24	1	750 BURKE RD	LONE PINE CORP		0.16	0.0	0
86.31	1				V-269	0.15	0.0	0
69.01	3	1	10 RT 33	FREEMALL ASSOCIATES	V-170	0.15	0.0	0
55	6.01				V-158	0.15	0.0	0
103	3	3B	108 SILOAM RD	BROCK, EDWARD M & ANGELINA		0.15	0.0	0
86.33	1.01				V-252	0.15	0.0	0
101	60.01	1	80 HENDRICKSON RD REAR	BARTEK, GEORGE J	V-191	0.15	0.0	0
86.05	11.88				V-265	0.15	0.0	0
101	60.14	1	80 SILOAM RD REAR	DAMBROSI, GERALD & CHRISTOPHER & FA	V-214	0.15	0.0	0
52	6				V-255	0.15	0.0	0
51	5	1	51 MOREAU AVE	BARTH, RAYMOND ANDREW	V-177	0.15	0.0	0
56	2				V-244	0.15	0.0	0
32	20	1	186 DUTCH LANE RD	KELSEY, JOAN TRUST & ROBERT	V-116	0.15	0.0	0
58	5				V-236	0.14	0.0	0
86.22	1.01				V-161	0.14	0.0	0
79	2.01	3B	569 HALLS MILL RD REAR	569 HALLS MILL RD, LLC		0.14	0.0	0
55	2				V-250	0.14	0.0	0
86.10	1.01				V-267	0.14	0.0	0
86.20	1				V-141	0.13	0.0	0
86.14	1.125				V-285	0.13	0.0	0
6	16	1	225 THROCKMORTON ST	ASSESSED IN FREEHOLD BORO	V-383	0.13	0.0	0
86.37	1.03				V-144	0.13	0.0	0
86.11	1				V-59	0.13	0.0	0
42	62	1	42 WEAVERVILLE RD	SIUREK, BOGUMILA	V-114	0.13	0.0	0
70	26				V-292	0.13	0.0	0
86.12	1				V-254	0.12	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Apprx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
28.03	10.01	1	66 HANCE BLVD	ASSESSED IN FREEHOLD BORO	V-344	0.12	0.0	0
43	45.01				V-105	0.12	0.0	0
41.03	1.01	1	200 COLTS NECK RD	COLTS PRIDE HOMEOWNERS ASSOC, INC	V-164	0.12	0.0	0
86.33	1				V-155	0.12	0.0	0
86.37	1.02				V-295	0.12	0.0	0
86.31	1.179				V-92	0.12	0.0	0
86.14	1.130				V-273	0.12	0.0	0
43	44				V-61	0.11	0.0	0
86.10	1.02				V-263	0.11	0.0	0
31.05	19				V-60	0.11	0.0	0
43	46	1	134 CENTER ST	MOUNT, HARRY SCOTT & LORELEI	V-52	0.11	0.0	0
86.14	1.134				V-277	0.11	0.0	0
86.08	1.05	1	5 ASPEN LN	OLDE OAKS II HOMEOWNERS ASSOC	V-183	0.11	0.0	0
28.04	4	1	9 BRAUN PL	ASSESSED IN FREEHOLD BORO	V-345	0.11	0.0	0
43	43.01	1	CENTER ST	WESTERN MONMOUTH HABITAT FOR HUMANI	V-43	0.10	0.0	0
41.03	1.05				V-136	0.10	0.0	0
53	2				V-262	0.10	0.0	0
44	1	1	841 RT 33 EAST	LIPSKI,JOAN & MICHAUD, DONALD J JR	V-167	0.09	0.0	0
86.12	2				V-293	0.09	0.0	0
86.21	3.01				V-221	0.09	0.0	0
63	1	1	3 PARK AVE	JERSEY FREEZE, INC	V-209	0.09	0.0	0
92	38.01				V-330	0.09	0.0	0
41.02	1.25				V-66	0.09	0.0	0
86.22	3.01				V-95	0.09	0.0	0
86.14	1.126				V-284	0.09	0.0	0
86.14	1.127				V-283	0.08	0.0	0
94	8				V-79	0.08	0.0	0
30.06	40	1	58 DUTCH LANE RD	ASSESSED IN FREEHOLD BORO	V-347	0.08	0.0	0
86.14	1.131				V-274	0.08	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
86.14	1.128				V-282	0.08	0.0	0
101	56	1	72 HENDRICKSON RD REAR	JERSEY CENTRAL POWER & LIGHT CO	V-216	0.08	0.0	0
86.14	1.133				V-276	0.08	0.0	0
86.14	1.132				V-275	0.08	0.0	0
41.02	1.11				V-64	0.07	0.0	0
41.04	1.07				V-229	0.07	0.0	0
41.02	1.01	1	KENTUCKY WAY	COLTS PRIDE HOMEOWNERS ASSOC, INC	V-39	0.07	0.0	0
41.02	1.12				V-239	0.07	0.0	0
49	10	3B	812 RT 33	HOMESTEAD REID PARTNERSHIP	F-18	0.07	0.0	0
70	33.01	1	280 SCHANCK RD	SCHANCK ROAD FREEHOLD, LLC	V-182	0.07	0.0	0
7	11	3B	29 SILVERS RD	FREDENBURG, LYNN		0.07	0.0	0
42.03	1	1	899 FRENEAU BLVD	POET'S CORNER HOMEOWNERS ASSN	V-112	0.07	0.0	0
96	24	1	261 JACKSON MILLS RD	ISAACS, NATHAN & BERTHA	V-205	0.07	0.0	0
100	20.02	1	4 TURKEY SWAMP RD	FJNIC, LLC	V-218	0.07	0.0	0
42	14.01				V-359	0.07	0.0	0
41.04	1.05				V-227	0.06	0.0	0
41.02	1.24				V-139	0.06	0.0	0
41.02	1.23				V-224	0.06	0.0	0
87	2.0310				V-159	0.06	0.0	0
41.02	1.17				V-241	0.06	0.0	0
41.02	1.07				V-230	0.06	0.0	0
41.04	1.01	1	KENTUCKY WAY	COLTS PRIDE HOMEOWNERS ASSOC, INC	V-111	0.06	0.0	0
41.04	1.04				V-226	0.06	0.0	0
95	9				V-323	0.06	0.0	0
41.02	1.13				V-100	0.06	0.0	0
41.04	1.09				V-81	0.06	0.0	0
41.05	1.11				V-149	0.06	0.0	0
41.02	1.08				V-132	0.05	0.0	0
41.02	1.16				V-125	0.05	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
41.02	1.20				V-231	0.05	0.0	0
41.05	1.12				V-232	0.05	0.0	0
41.04	1.03				V-228	0.05	0.0	0
41.02	1.10				V-148	0.05	0.0	0
41.04	1.11				V-82	0.05	0.0	0
41.04	1.08				V-93	0.05	0.0	0
41.04	1.10				V-80	0.05	0.0	0
41.02	1.15				V-124	0.05	0.0	0
41.02	1.14				V-62	0.05	0.0	0
41.02	1.22				V-225	0.05	0.0	0
41.03	1.04				V-137	0.05	0.0	0
41.05	1.04				V-240	0.05	0.0	0
41.02	1.21				V-85	0.05	0.0	0
41.05	1.03				V-237	0.05	0.0	0
41.02	1.18				V-120	0.05	0.0	0
41.05	1.13				V-233	0.05	0.0	0
41.05	1.06				V-121	0.05	0.0	0
41.02	1.19				V-134	0.05	0.0	0
95	21				V-319	0.05	0.0	0
86.20	1.53				V-268	0.05	0.0	0
15	27	1	430 BOB FERRELL CT REAR	ASSESSED IN MARLBORO TWP	V-385	0.05	0.0	0
41.02	1.05				V-83	0.05	0.0	0
4	32	3B	347 FRHLD-ENGLISHTOWN RD	STATE OF NJ-PARKS & FORESTRY %WIKOFF		0.05	0.0	0
4	32	3B	347 FRHLD-ENGLISHTOWN RD	STATE OF NJ-PARKS & FORESTRY %WIKOFF		0.05	0.0	0
78	10	1	700 OKERSON RD	ASSESSED IN HOWELL TWP	V-196	0.05	0.0	0
5	8	1	4275 RT 9	ROBERT NORMAN FERRELL JR REV TRUST	V-367	0.05	0.0	0
41.02	1.04				V-87	0.05	0.0	0
43.01	16.01	1	5001 KOZLOSKI RD	5001 KOZLOSKI ROAD, LLC%CAPITAL	V-113	0.05	0.0	0
35	1	1	2 HUNT RD	FISHER, JOHN & SARAH BROWN	V-106	0.05	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
95	17				V-313	0.05	0.0	0
87	2.0314				V-156	0.05	0.0	0
41.02	1.06				V-84	0.04	0.0	0
87	2.02				V-354	0.04	0.0	0
91	50	1	1147 BURKE RD	LEVCHUK, ALEXANDER %LEVCHUK, JULIA	V-49	0.04	0.0	0
41.05	1.01	1	KENTUCKY WAY	COLTS PRIDE HOMEOWNERS ASSOC, INC	V-166	0.04	0.0	0
49	10	3B	812 RT 33	HOMESTEAD REID PARTNERSHIP		0.04	0.0	0
41.05	1.05				V-242	0.04	0.0	0
41.02	1.09				V-147	0.04	0.0	0
41.05	1.08				V-146	0.04	0.0	0
41.03	1.03				V-75	0.04	0.0	0
87.01	9	3B	29 GRAVEL HILL RD	VIRAG, IRENE E&VIRAG-NON, CHRISTINE		0.04	0.0	0
91	7.01	3B	227 MONMOUTH RD	KELLAR, MARY		0.04	0.0	0
87	2.0416				V-305	0.04	0.0	0
41.05	1.14				V-133	0.04	0.0	0
41.05	1.10				V-163	0.04	0.0	0
41.04	1.06				V-86	0.04	0.0	0
67	48				V-103	0.04	0.0	0
31	1.01	3B	354 RT 79	VAN MATER, PIERRE D & CAROL A		0.04	0.0	0
87	2.0410				V-326	0.04	0.0	0
87	2.0311				V-160	0.03	0.0	0
41.05	1.07				V-234	0.03	0.0	0
87	2.0312				V-302	0.03	0.0	0
65	8.01				V-126	0.03	0.0	0
97	72	1	189 GEORGIA RD	JOVICH, VLADIMIR	V-220	0.03	0.0	0
42	27.01	1	101-301 COMMERCE DR	SHORE OFFICE GROUP II, LLC	V-334	0.03	0.0	0
92	16				V-71	0.03	0.0	0
80	2				V-223	0.03	0.0	0
41.05	1.02				V-238	0.03	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Apprx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
96	10	1	28 GEISLERS LN REAR	BLACKPOINTE FINANCE LLC	V-342	0.03	0.0	0
92	37	1	121 TURKEY SWAMP RD	BROWNFIELD PARTNERS OF FREEHOLD	V-217	0.03	0.0	0
65.01	15				V-353	0.03	0.0	0
87	2.0315				V-306	0.03	0.0	0
96	13	1	213 JACKSON MILLS RD	FLORA, KENNETH	V-203	0.03	0.0	0
42.01	3	1	2 OAK RISE DR	ASSESSED IN HOWELL TWP	V-332	0.02	0.0	0
6	35	3B	97 SCHIBANOFF LN	CURLEY, RANDY & DONNA		0.02	0.0	0
92	7	3B	839 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE %CLAYTON		0.02	0.0	0
6	15	1	221 THROCKMORTON ST	ASSESSED IN FREEHOLD BORO	V-384	0.02	0.0	0
91	45	1	120 TURKEY SWAMP RD REAR	APPLEGATE, SYLVIA	V-212	0.02	0.0	0
28.05	11				V-358	0.02	0.0	0
92	1.01	3B	855 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE % CLAYTON		0.02	0.0	0
100	88				V-301	0.02	0.0	0
81.01	7.2410				V-311	0.02	0.0	0
81	7.3310				V-357	0.02	0.0	0
81.01	7.2710				V-260	0.02	0.0	0
81	7.3210				V-310	0.02	0.0	0
81.01	7.2610				V-352	0.02	0.0	0
85.11	23				V-350	0.02	0.0	0
41.02	1.03				V-88	0.02	0.0	0
81	7.3110				V-309	0.02	0.0	0
81	7.2910				V-307	0.02	0.0	0
81	7.3010				V-308	0.02	0.0	0
89	9	3B	125 MONMOUTH RD	CLAYTON FAMILY LP		0.02	0.0	0
83	21.097					0.02	0.0	0
83	21.084					0.02	0.0	0
92	17	3B	793 ELTON ADELPHIA RD	CHURCH OF ST ROBERT BELLARMINE		0.02	0.0	0
92	17	3B	793 ELTON ADELPHIA RD	CHURCH OF ST ROBERT BELLARMINE		0.02	0.0	0
83	21.077					0.02	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
83	21.076					0.02	0.0	0
83	21.081					0.02	0.0	0
83	21.096					0.02	0.0	0
78	11	1	698 OKERSON RD	ASSESSED IN HOWELL TWP	V-197	0.02	0.0	0
83	21.094					0.01	0.0	0
83	21.091					0.01	0.0	0
83	21.071					0.01	0.0	0
83	21.087					0.01	0.0	0
83	21.074					0.01	0.0	0
83	21.086					0.01	0.0	0
91	20	3B	267 MONMOUTH RD	E BROCK LTD PARTNERSHIP		0.01	0.0	0
83	21.072					0.01	0.0	0
83	21.092					0.01	0.0	0
83	21.093					0.01	0.0	0
83	21.088					0.01	0.0	0
83	21.085					0.01	0.0	0
83	21.073					0.01	0.0	0
83	21.078					0.01	0.0	0
83	21.082					0.01	0.0	0
83	21.095					0.01	0.0	0
83	21.075					0.01	0.0	0
83	21.083					0.01	0.0	0
83	21.098					0.01	0.0	0
92	7	3B	839 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE %CLAYTON		0.01	0.0	0
92	7	3B	839 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE %CLAYTON		0.01	0.0	0
86.23	24.165				V-157	0.01	0.0	0
92	12	3B	831 ELTON-ADELPHIA RD	NON, DIOSDADO		0.01	0.0	0
92	12	3B	831 ELTON-ADELPHIA RD	NON, DIOSDADO		0.01	0.0	0
87	2.0414				V-327	0.01	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Apprx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
101	30	1	307 MONMOUTH RD	REGANTE, GLORIA	V-211	0.01	0.0	0
86.23	24.171				V-249	0.01	0.0	0
97	33	1	210 JACKSON MILLS RD	COLOGNA, MICHAEL A & DONNA	V-219	0.01	0.0	0
101	13	3B	275 MONMOUTH RD	DE LUCIA, ARTHUR & ANNA		0.01	0.0	0
95	20				V-318	0.01	0.0	0
72.11	3				V-288	0.01	0.0	0
71.04	4.565				V-316	0.01	0.0	0
87	2.0412				V-328	0.01	0.0	0
87.01	9.01	3B	830 ELTON-ADELPHIA RD	VIRAG, PETER		0.01	0.0	0
96	12	1	215 JACKSON MILLS RD	TOLL NJ III LP	V-204	0.01	0.0	0
92	1.01	3B	855 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE % CLAYTON		0.01	0.0	0
92	1.01	3B	855 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE % CLAYTON		0.01	0.0	0
92	10	3B	817 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE % CLAYTON		0.01	0.0	0
92	10	3B	817 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE % CLAYTON		0.01	0.0	0
13.01	12	3B	81 POND RD	KOZAK, PETER		0.01	0.0	0
68.01	29	3B	124 WEMROCK RD	HOVNANIAN, PARIS		0.00	0.0	0
97	68	3B	195 GEORGIA RD	DIGIACOMO, JODY C & PATRICIA A TRUS		0.00	0.0	0
91	20	3B	267 MONMOUTH RD	E BROCK LTD PARTNERSHIP		0.00	0.0	0
91	20	3B	267 MONMOUTH RD	E BROCK LTD PARTNERSHIP		0.00	0.0	0
93	29.01	3B	777 ELTON-ADELPHIA RD	MALDANIS, LOUISE A		0.00	0.0	0
93	29.01	3B	777 ELTON-ADELPHIA RD	MALDANIS, LOUISE A		0.00	0.0	0
93	29.01	3B	777 ELTON-ADELPHIA RD	MALDANIS, LOUISE A		0.00	0.0	0
93	29	3B	777 ELTON-ADELPHIA RD	MALDANIS, LOUISE A		0.00	0.0	0
93	29	3B	777 ELTON-ADELPHIA RD	MALDANIS, LOUISE A		0.00	0.0	0
6	34	3B	95 SCHIBANOFF LN	WATERWORKS ASSOCIATES LLC		0.00	0.0	0
92	7	3B	839 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE %CLAYTON		0.00	0.0	0
49	10	3B	812 RT 33	HOMESTEAD REID PARTNERSHIP		0.00	0.0	0
15	18	3B	231 OLD MILL RD	MARK, GENE & SANDRA L		0.00	0.0	0
31	23	3B	237 DUTCH LANE RD	HEARN LLC		0.00	0.0	0

Block	Lot	Property Class	Location	Owner Name	MAP ID Number	Upland Approx. Acreage (GIS)	Proposed Assigned Density (UPA)	FSHC - Potential Affordable Lots @ 20% Set-aside
72	82	3B	56 WILLOW BROOK RD	GIBSON & POLHEMUS FARM LLC		0.00	0.0	0
6	34	3B	95 SCHIBANOFF LN	WATERWORKS ASSOCIATES LLC		0.00	0.0	0
101	13	3B	275 MONMOUTH RD	DE LUCIA, ARTHUR & ANNA		0.00	0.0	0
92	7	3B	839 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE %CLAYTON		0.00	0.0	0
92	7	3B	839 ELTON-ADELPHIA RD	COUNTY OF MONMOUTH LEASE %CLAYTON		0.00	0.0	0
86	5	3B	1075 W MAIN ST	FREEHOLD VENTURES LLC C/O CASADONTE		0.00	0.0	0
96	11	3B	28 GEISLERS LN	GEISLER, JOHN J JR		0.00	0.0	0
96	11	3B	28 GEISLERS LN	GEISLER, JOHN J JR		0.00	0.0	0
67	22	3B	4078 RT 9	STATE OF NJ-PARKS LEASE %WIKOFF		0.00	0.0	0
67	22	3B	4078 RT 9	STATE OF NJ-PARKS LEASE %WIKOFF		0.00	0.0	0
67	22	3B	4078 RT 9	STATE OF NJ-PARKS LEASE %WIKOFF		0.00	0.0	0
TOTAL RDP=								878

TOWNSHIP OF FREEHOLD



MAYOR
Barbara J. McMorrow
TOWNSHIP COMMITTEE
Lester A. Preston, Jr., Deputy Mayor
Anthony J. Ammlano
Thomas L. Cook
David M. Salkin

"Preserving and Enhancing the Quality of Life"

LETTER OF INTENT

September 6, 2019

Ellsworth Gibson
853 Highway 33 East
Freehold, New Jersey 07728

Re: Letter of Intent for Purchase and Sale of Block 44, Lots 3, 4, 5, 6 and 7 ("Property")

Dear Mr. Gibson:

The Township of Freehold with offices at 1 Municipal Plaza, Freehold, New Jersey (hereinafter "Township") makes an offer to purchase an interest in your real Property in the Township of Freehold, County of Monmouth and State of New Jersey, according to the terms and conditions below.

This Letter of Intent ("LOI") constitutes an expression of the Township's interest in purchasing an interest in the Property identified above on the general conditions described herein. It will also serve as the basis for negotiating a definitive Purchase Agreement for the purchase of the interest in the Property. This LOI should not be considered a commitment to sell or purchase, as the purchase and sale is expressly conditioned upon the execution and delivery of a mutually satisfactory Purchase Agreement. Nothing contained in this LOI shall be deemed or construed to constitute a binding agreement between the parties which may only be done by a final agreement, except for the Exclusivity Period set forth below. For purposes of this LOI, you are designated as "Seller."

The proposed conditions and terms for the purchase and sale of the Property are as follows:

Property: All of the development rights of the subject Property under the ordinances of the Township of Freehold presently and in the future. The Property shall be restricted to agriculture use only. ~~The Township of Freehold shall have a right of first refusal to obtain the whole of the fee interest in the Property should Seller or his heirs seek to sell the Property.~~

Purchase Price: The Purchase Price shall be confirmed by an appraisal as may be required by law, subject to an authorization to incur indebtedness or make appropriations pursuant to N.J.S.A. 40A:12-6 for such purpose including the sale of bonds or notes for the purposes of payment. It is estimated that the amount to be paid shall be approximately \$2,950,000.00. Payment shall be \$750,000.00 at the time of closing with the balance paid over fifteen (15) years according to a note and mortgage set forth below.

1 MUNICIPAL PLAZA • FREEHOLD, NJ 07728-3099 • PHONE (732) 294-2000 • FAX (732) 462-7910

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Inspection Period: The Township shall have ninety (90) days from the execution of the Purchase Agreement to review and inspect the legal, physical, economic and environmental conditions of the Property, and the suitability of the Property for the Township's intended use. If the Township determines in its sole and absolute discretion that it is unsatisfied with any aspect of the Property prior to the expiration of the Inspection Period, then the Township shall have the right to terminate the Purchase Agreement by written notice to the Seller given prior to the expiration of the Inspection Period.

No later than five (5) days after the execution of the Purchase Agreement, the Seller shall provide to the Township for its review all information and documentation regarding the Property which is in the possession and control of the Seller. Seller shall represent that in the Purchase Agreement that the Seller's due diligence information constitutes all of the information and documentation related to the Property that is in the Sellers's possession or control.

Marketable Title: Seller agrees to convey title to an easement/restriction based upon valid title of record, marketable and insurable at regular rates by a title insurance company of the Township's choice authorized to do business in the State of New Jersey, subject only to the exceptions acceptable to Township.

Time and Place of Closing: The Township and Seller agree to close, after the Purchase Agreement is executed by the parties, provided that the approval and availability of the payment of funds sourced from the Green Acres Program, Monmouth County Open Space Program or a Farmland Preservation Program if available, or the Township determines to bond or otherwise finance the acquisition of the Property. The closing shall take place as soon thereafter as practicable and marketable and insurable title can be conveyed as described herein and all environmental issues that may be described in the Purchase Agreement have been resolved to the satisfaction of the Township.

Note and Mortgage: The Township agrees to pay the balance of \$2,200,000.00 to the Seller over fifteen (15) years based upon an interest rate of 2.1%, paid annually per the attached amortization schedule. *AT ANY TIME THE SELLER MAY DEMAND PAYMENT OF THE ENTIRE BALANCE DUE.*

Assignments: The Township shall have the right, but not the obligation to, have additional partners in the acquisition of the agriculture preservation rights or other rights in the Property that may include the County of Monmouth and/or the State of New Jersey. However, such partnership shall not be necessary, unless otherwise described in the Purchase Agreement.

Closing Costs: The Township shall be responsible for paying all Closing Costs except for the customary charges to the Seller. Seller shall be entitled to a credit of up to \$2,500.00 for attorney's fees. *THE TOWNSHIP SHALL PAY \$2500 TO SELLER TO COVER ATTORNEY'S FEE EVEN IF ATTORNEYS ARE FOR SALE.*

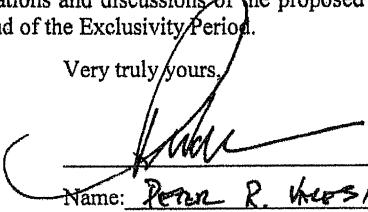
Representations and Warranties: The Purchase Agreement shall contain representations and warranties from the Seller with respect to the environmental, physical and economic condition of the Property, title to the Property and the compliance of the Property with laws and other applicable requirements. Same shall be free of any lease or leasing activities affecting the Property and other matters reasonably requested by the Township. Seller's representations shall survive closing.

Brokers: The parties acknowledge that no Brokers have been involved in this matter and no Broker's fees are due and owing.

Exclusivity Period: Seller shall not solicit or authorize the solicitation of any third party concerning any offer or possible offer by a third party or enter into or continue any discussions with any third party to acquire the Property, until the earliest of: (a) ~~one hundred eighty (180)~~ ^{11/20/19} days after the date hereof, or (b) any date on which the Township informs the Seller in writing that the Township has elected not to proceed with the purchase of the rights to be acquired hereunder.

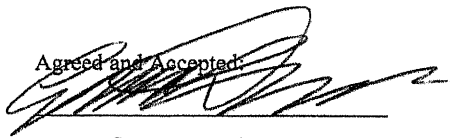
Nothing in this LOI shall be construed as an offer to acquire to purchase or sell the Property or impose any legally binding obligation of any kind on the Township or Seller, except that the terms of the section entitled "Exclusivity Period" hereof shall be binding on the Seller and the Township. Neither the Township nor the Seller shall have any legal obligation to complete the transaction described herein until such time as a mutually satisfactory Purchase Agreement is negotiated, executed and delivered. Until such execution and delivery of a Purchase Agreement, either party may terminate all negotiations and discussions of the proposed transaction for any reason, with or without cause at the end of the Exclusivity Period.

Very truly yours,


Name: Peter R. Weiss

Title: TOWNSHIP ADMINISTRATOR

Agreed and Accepted:


Name: Elsworth Gibson

Title: COUNCIL

Date: 9-20-2019

PRV/smm

Attachment

AMORTIZATION SCHEDULE

Year	Principal	Interest	Total Paid	Balance
2020	\$126,113.89	\$44,990.75	\$171,104.64	\$2,073,886.11
2021	\$128,787.93	\$42,316.71	\$171,104.64	\$1,945,098.18
2022	\$131,518.64	\$39,586.00	\$171,104.64	\$1,813,579.54
2023	\$134,307.28	\$36,797.36	\$171,104.64	\$1,679,272.26
2024	\$137,155.03	\$33,949.61	\$171,104.64	\$1,542,117.23
2025	\$140,063.17	\$31,041.47	\$171,104.64	\$1,402,054.06
2026	\$143,032.97	\$28,071.67	\$171,104.64	\$1,259,021.09
2027	\$146,065.74	\$25,038.90	\$171,104.64	\$1,112,955.35
2028	\$149,162.82	\$21,941.82	\$171,104.64	\$963,792.53
2029	\$152,325.56	\$18,779.08	\$171,104.64	\$811,466.97
2030	\$155,555.37	\$15,549.27	\$171,104.64	\$655,911.60
2031	\$158,853.67	\$12,250.97	\$171,104.64	\$497,057.93
2032	\$162,221.90	\$8,882.74	\$171,104.64	\$334,836.03
2033	\$165,661.52	\$5,443.12	\$171,104.64	\$169,174.51
2034	\$169,174.51	\$1,930.53	\$171,105.04	\$0.00
Totals	\$2,200,000.00	\$366,570.00	\$2,566,570.00	

EXHIBIT B

EXHIBIT B (11/4/2019)
REEHOLD TOWNSHIP

BONUS GENERATION FORMULA		Units	Allowable
Family units		151	151
Special Needs		70	89
Age-R Units		105	8
Total		326	220

Notes:

- * Monmouth Crossing transferred 14 affordable units to 30 Kenshaw Commons-MIS Facility in 2014.
- ** Rental Bonus Credits calculated at 1:1 for Non-Age Restricted Rental Units and 1:3 for Age Restricted Rental Units

Source: The Thoms Planning Associates • November 3, 2018