



West Windsor Township

271 Clarksville Road • P.O. Box 38 • Princeton Junction, New Jersey 08550 • (609) 799-2400 • Fax (609) 799-2044

DATE: August 26, 1996

TO: Joanne Louth
Barbara G. Evans
George Fries
Sam Surtees
Eric Berstein

FROM: Tim Mukherjee *S.M.*

RE: Status Summary of Various Escrow Accounts To Release
Plan Review Escrow Balance.

PROJECT NO.

PROJECT NAME

PB90-06

Weatherstone

CATEGORY

BALANCE

BALANCE DUE

Development Inspection Fees

\$ 0.00

\$ 0.00

Development Plan Review

\$ 3.95

\$ 0.00

Maintenance of Open Space

Agreement \$ X

Payment \$ X

\$ 0.00

Off tract Contributions

Agreement \$ X

Payment \$ X

\$ 0.00

TID Contributions

Agreement \$ X

Payment \$ X

\$ 0.00

CASH PERFORMANCE GUARANTEE \$ X

JAMIESON ♦ MOORE ♦ PESKIN & SPICER

A PROFESSIONAL CORPORATION ♦ COUNSELLORS AT LAW

FEB 28 1991

February 27, 1991

HAND-DELIVERED

NOLA R. BENCZE
JAMES J. BRITT, JR.
DENNIS R. CASALE
THOMAS C. JAMIESON, JR.
ANN F. KIERNAN
KEVIN L. LILLY
THOMAS G. MCMAHON
ARTHUR MEISEL
HERBERT FRANKLIN MOORE
KEVIN J. MOORE
TIMOTHY J. O'NEILL
DEBORAH T. PORITZ
JAY SAMUELS
DOUGLAS G. SANBORN
NEAL L. SCHONHAUT
MICHAEL F. SPICER
THOMAS P. WEIDNER

Michael T. Hartsough, Esq.
HARTSOUGH, KENNY & INNES
3490 U.S. Route #1
Princeton, NJ 08540-5989

RE: Cranbury Golf Course
Settlement of Litigation

Dear Mike:

In connection with the above matter, enclosed please find copies of the following deeds which have been fully executed by Windsor Golf Associates, L.P. in accordance with the Settlement Agreement:

1. "Deed of Dedication", dated February 26, 1991, between Windsor Golf Associates, L.P. and the Township of West Windsor for a 5 foot wide strip along Southfield Road for future roadway widening.

2. "Deed Restriction", dated February 26, 1991, between Windsor Golf Associates, L.P. and Windsor Golf Associates, L.P. imposing the required use restriction on the golf course property.

We expect to record the originals of these instruments in the Mercer County Clerk's Office on February 28, 1991 prior to the closing of title to the property on March 1, 1991. We will provide you with evidence of such recording.

If you have any questions, do not hesitate to contact us. Best regards.

Very truly yours,


THOMAS M. LETIZIA
For the Firm

300 ALEXANDER PARK
CN 5276
PRINCETON, NJ 08543-5276
609-452-0808

FAX: 609-452-1147
609-452-0943
609-951-0096

TRENTON OFFICE
609-396-5511

TML: lpp
enc.

cc: Philip R. Evans, Garden State Land (via telefax)

(12)

◇
Stephen G. Orban, Esq., Garden State Land
(via telefax)
Eleanor Clausen, Secretary, Planning Board of
West Windsor Township
G. Thomas Reynolds, Esq.
Gerald J. Muller, Esq.
Thomas C. Jamieson, Jr., Esq.

SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into on the 21st day of FEBRUARY, 1991 by and between WINDSOR GOLF ASSOCIATES, L.P. a limited partnership of the State of New Jersey, 101 Interchange Plaza, Cranbury, New Jersey 08512 (hereinafter referred to as "WINDSOR GOLF"), GARDEN STATE LAND HOLDING COMPANY, a corporation of the State of New Jersey, 101 Interchange Plaza, Cranbury, New Jersey 08512 (hereinafter referred to as "GARDEN STATE") and THE PLANNING BOARD OF THE TOWNSHIP OF WEST WINDSOR, a body politic of the State of New Jersey, P.O. Box 38, Princeton Junction, New Jersey 08550 (hereinafter referred to as the "PLANNING BOARD").

WITNESSETH:

WHEREAS, WINDSOR GOLF is the owner of real property in the Township of West Windsor, Mercer County, New Jersey designated as Block 21, Lots 14 and 145 on the Tax Map of West Windsor Township (hereinafter referred to as "Golf Course Property") and located within the R-2 (Residence) Zone District of the Township; and

WHEREAS, GARDEN STATE, the general partner of WINDSOR GOLF, made application to the PLANNING BOARD for preliminary major subdivision approval in order to construct a residential development on the Golf Course Property; and

WHEREAS, the PLANNING BOARD denied subdivision approval to GARDEN STATE on September 5, 1990, memorialized by resolution, dated October 17, 1990; and

WHEREAS, GARDEN STATE commenced litigation known as Garden State Land Holding Company v. Planning Board of the Township of

West Windsor, Docket No. L-90-4325 P.W., challenging the PLANNING BOARD'S action; and

WHEREAS, the PLANNING BOARD, WINDSOR GOLF and GARDEN STATE have conferred and wish to amicably settle the above-referenced litigation in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises provided hereinbelow, IT IS AGREED by the PLANNING BOARD, WINDSOR GOLF and GARDEN STATE as follows:

A. The litigation referred to as Garden State Land Holding Company v. Planning Board of the Township of West Windsor, Docket No. L-90-4325 P.W., will be dismissed with prejudice by the filing of the Consent Order annexed hereto as Exhibit D with the Superior Court of New Jersey, Law Division upon the full and complete occurrence of each and every of the following actions specified in this Paragraph A within the time periods established herein:

(1). Pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-26a, the PLANNING BOARD shall recommend to the Township Committee of West Windsor (hereinafter referred to as the "Township Committee") the adoption of an ordinance to amend the Revised General Ordinances of the Township of West Windsor (1979), Chapter XXII, Section 22-8.17 "Recreation Preservation Development Credits" (hereinafter referred to as "RPDC Ordinance") in the form annexed hereto as Exhibit A and made a part hereof. The ordinance amendment shall include provisions to accomplish the following: expansion of the receiving area

eligible to use the preservation development credits; provide certain site plan and zoning controls governing a receiving tract in the ROM-1 and ROM-2 Zone Districts seeking land use approval incorporating use of the additional preservation development credits; and setting forth that the preservation development credits are created when the land to be preserved is restricted.

(2). Pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-26a, the PLANNING BOARD shall recommend to the Township Committee the adoption of an ordinance to amend the Revised General Ordinances of the Township of West Windsor (1979), Chapter XXII, Section 22-4.3 "Use Regulations -- R-2 Residence District" and Section 22-4.4 "Bulk and Area Regulations -- R-2 District" (hereinafter referred to as the "R-2 Ordinance") in the form annexed hereto as Exhibit B and made a part hereof. The ordinance amendment shall specify that a private, semi-public or public golf and country club is permitted in the R-2 Zone District and that permitted accessory uses and buildings thereto shall include: dining, bar, lounge and banquet facilities with related kitchen and storage areas, pro shop, fitness center, locker rooms, golf cart and bag storage areas, meeting room and management offices, tennis and paddle tennis courts, swimming pool and cabana with locker rooms, maintenance building, and parking areas. The amendment shall also provide the maximum floor area ratio, maximum improvement coverage and minimum building setback from residential lot lines for these uses.

(3). Pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-10.1, the PLANNING BOARD shall review a conceptual site

plan for the Golf Course Property depicting possible renovations, upgrades and improvements to the golf course facilities in accordance with the proposed R-2 Ordinance attached as Exhibit B. The parties acknowledge that any improvements on the Golf Course Property shall be subject to a subsequent review and approval by the PLANNING BOARD of a complete site plan application submitted in accordance with applicable Township ordinances. A copy of the concept site plan to be considered by the PLANNING BOARD is attached hereto as Exhibit C and made a part hereof.

(4). The PLANNING BOARD shall adopt a Resolution, in a form acceptable to the PLANNING BOARD Attorney, which determines the amount of preservation development credits to be received by WINDSOR GOLF in exchange for preserving the Golf Course Property. The parties recognize that, in applying the formula of the RPDC Ordinance, WINDSOR GOLF is theoretically entitled to preservation development credits in excess of 400,000 square feet based on 100 hypothetical buildable lots as depicted on a subdivision layout for the Golf Course Property found acceptable by the PLANNING BOARD and conforming to the applicable zoning and subdivision criteria. However, the parties in settling the pending litigation have agreed on 390,000 square feet as the appropriate extent of preservation development credits to be received by WINDSOR GOLF. The Resolution shall also state the agreement of the parties that the 390,000 square feet of preservation development credits shall be reduced to 350,000 square feet if the credits are allocated to be utilized by more than one tract in the receiving zone or by more than one general development

plan approval application incorporating such credits. In accordance with the RPDC Ordinance, the Resolution shall further provide that the preservation development credits once established are valid and may be utilized by a receiving zone tract within a period of eighteen (18) years. If the preservation development credits are incorporated as part of a development approval for a receiving zone tract during the eighteen (18) year period, the vesting period of those incorporated credits shall be for the duration that such approval remains valid. The eighteen (18) year period shall commence upon the imposition by WINDSOR GOLF, its successors and assigns, of a deed restriction regarding the uses on the Golf Course Property as described in Subparagraph A(5) below.

(5). WINDSOR GOLF shall impose a deed restriction on the Golf Course Property as required under the RPDC Ordinance, and in a form acceptable to the Township Attorney, to preserve such property in perpetuity for open space or recreational uses permitted in the R-2 Zone District limited by applicable bulk and design regulations. The deed restriction, the exact language of which is subject to the approval of the Township Committee, shall generally set forth the following:

Restrictive Covenant. The use of the above-described property shall be restricted to the open space or recreational uses expressly permitted by the R-2 (Residence) Zone District Ordinance (Section 22-4.3) and as limited by applicable bulk and design regulations of the West Windsor Township Ordinance in effect at the time of creation of this covenant, which uses on the property may include: (a) Subject to Township Committee determination and approval of community need, public and non-profit parks, playgrounds, athletic fields, recreation and

community buildings, swimming pools and other activities of a recreational character; or (b) Private, semi-public or public golf and country club, provided that such facilities are located on a lot(s) a minimum of 100 acres in size which is deed-restricted to recreational use in perpetuity; or (c) Accessory uses and accessory buildings incidental to the use permitted by (b) above including:

1. Dining, bar, lounge and banquet facilities with related kitchen and storage areas;
2. Pro shop, fitness center, locker rooms, golf cart and bag storage areas;
3. Meeting room(s), management offices;
4. Tennis and paddle tennis courts;
5. Swimming pool and cabana with locker rooms;
6. Maintenance building; and
7. Parking.

This restriction shall not prohibit the Grantee, its successors and assigns, from performing upgrades, enlargements, enhancements and other improvements to the existing recreational facilities on the property permitted by the R-2 Zone District in effect at the time of creation of this covenant. This covenant runs to the benefit of the Township Committee of West Windsor, a municipal corporation of the State of New Jersey, in order to preserve open space or recreational uses within the R-2 Zone District. This covenant shall run with the land and be binding on Grantee, its heirs, successors and assigns and shall inure to the benefit of the Township Committee of the Township of West Windsor, its heirs, successors and assigns.

An executed deed from WINDSOR GOLF as Grantor to itself as Grantee containing the aforementioned covenant shall be delivered by WINDSOR GOLF to the Township Attorney within ten (10) days following the approval of this Agreement by the PLANNING BOARD to be held in escrow with the Township Attorney. The Township

Attorney shall hold the escrowed deed until he receives written notification by certified mail from legal counsel of WINDSOR GOLF and GARDEN STATE to release said deed and counsel shall provide such notice upon the occurrence of the events specified within this subparagraph.

The Township Attorney shall promptly release said deed and record same in the Office of the Clerk of Mercer County only after receiving written notification from legal counsel for WINDSOR GOLF and GARDEN STATE stating that the following has occurred:

All actions of the PLANNING BOARD and Township Committee required by the Agreement have been fully completed and the Consent Order annexed as Exhibit D has been entered by the Court pursuant to Paragraph H therein, and the applicable 45-day appeal periods from all of these actions have lapsed with no appeals being filed, or in the case of an appeal, there has been a final disposition of the appeal and the Agreement has not been terminated upon that final disposition pursuant to Paragraph D of said Agreement; and

Upon release of the deed for recording, the Township Attorney shall be satisfied said instrument is proper and sufficient to impose the restrictive covenant as contemplated herein on the Golf Course Property. If the Township Attorney is not so satisfied, the Planning Board reserves the right to terminate this Agreement. The recording date of the deed shall commence the period of vesting for the preservation development credits established pursuant to Subparagraph A(4) above.

The Township Attorney shall promptly release said deed and return it to legal counsel for WINDSOR GOLF, without recording same, upon receiving written notification from legal counsel for

WINDSOR GOLF and GARDEN STATE stating that either of the following events have occurred:

- i. The Agreement has been terminated by WINDSOR GOLF or GARDEN STATE pursuant to the provisions of said Agreement; or
- ii. The Agreement has been terminated by the PLANNING BOARD pursuant to the provisions of said Agreement; or
- iii. An appeal has been filed within the applicable 45-day appeal period challenging an action of the PLANNING BOARD, the Township Committee or entry of the Consent Order by the Court as provided for herein, and the Agreement has been terminated upon the final disposition of said appeals pursuant to Paragraph D of said Agreement.

Notwithstanding the foregoing, if during the period between the time that the deed is placed in escrow and when same is scheduled for release, WINDSOR GOLF conveys title in the Golf Course Property to a third party, WINDSOR GOLF shall include in the deed of conveyance to the third party the restrictive covenant required under this Agreement and approved by the Township Committee. The deed of conveyance shall also contain a condition that the imposition of such restrictive covenant is subject to the Township Committee placing in escrow a deed from it to the third party purchaser which extinguishes said covenant in the event this Agreement is terminated. Upon written notification from legal counsel for WINDSOR GOLF that a closing of title is scheduled, the Township Attorney shall promptly provide to legal counsel for WINDSOR GOLF an executed deed, in a form acceptable to legal counsel for WINDSOR GOLF, from the Township Committee as Grantor to the third party purchaser of the Golf Course Property as Grantee (herein "Township Deed") to be

held in escrow, which deed shall contain language extinguishing the restrictive covenant on the Golf Course Property and terminating all beneficiary rights of the Township Committee to enforce said restrictive covenant. The Township Deed shall also contain language vacating the right-of-way dedication required under Subparagraph A(6). Upon notice to the Township Attorney, legal counsel for WINDSOR GOLF shall release the Township Deed from escrow and record same in the Office of the Clerk of Mercer County if this Agreement is terminated pursuant to Paragraph D herein after the closing of title, the effect of which will remove the restrictive covenant and right-of-way dedication on the Golf Course Property. Upon notice to the Township Attorney, legal counsel for WINDSOR GOLF shall release the Township Deed and return it to the Township Attorney without recording same, if the 45-day appeal periods under this Agreement lapse with no appeal being filed, or in the case of an appeal, there has been a final disposition of the appeal and the Agreement has not been terminated upon that final disposition pursuant to Paragraph D herein.

For purposes of this subparagraph, legal counsel for WINDSOR GOLF and GARDEN STATE shall refer to: Thomas C. Jamieson, Jr., Esquire, of Jamieson, Moore, Peskin & Spicer, P.C., 300 Alexander Park, Princeton, New Jersey 08543.

(6). WINDSOR GOLF shall submit a deed of dedication to the Township, in a form acceptable to the Township Attorney, for 5 feet of right-of-way dedication along the Golf Course Property's frontage with Southfield Road in accordance with the present

Circulation Element of the Master Plan. The executed deed shall be delivered to the Township Attorney within ten (10) days following the approval of this Agreement by the PLANNING BOARD to be held in escrow by the Township Attorney. The release of the deed of dedication by the Township Attorney shall be made together with the release of the deed of restriction and shall be governed under the same terms and conditions for release as specified in Subparagraph A(5) hereof, except that if during the pendency of this Agreement WINDSOR GOLF intends to convey title to the Golf Course Property to a third party, the deed of dedication shall be released and recorded immediately prior to the transfer of title to the third party, subject to that dedication being vacated pursuant to the same conditions specified in Subparagraph A(5) hereof.

(7). The ordinance amendments to the RPDC Ordinance and R-2 Ordinance recommended by the PLANNING BOARD pursuant to Subparagraphs A(1) and A(2) above, shall receive final adoption according to law by the Township Committee no later than February 25, 1991. Notice of the adoption shall be properly published in the official newspaper of the Township and a copy of the ordinances shall be filed with the Mercer County Planning Board pursuant to applicable law.

(8). A resolution shall be adopted by the Township Committee no later than February 25, 1991 setting forth its approval of the deed imposing use restrictions on the Golf Course Property as provided for in Subparagraph A(5) above, and, subject to any revisions of the Township Committee to the deed, stating

the Township Committee's acceptance of said deed upon the release of same from escrow pursuant to the terms of Subparagraph A(5) hereof. The resolution shall also provide the Township Committee's approval of the form of the Township Deed to extinguish the use restriction and vacate the right-of-way dedication on the Golf Course Property as described in Subparagraph A(5) hereof and authorizing the Mayor to execute same.

(9). The terms and conditions of this Settlement Agreement shall have been considered, and, subject to any revisions found acceptable to WINDSOR GOLF and GARDEN STATE, approved by the PLANNING BOARD at a public hearing, notice of which was given pursuant to the applicable provisions of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., in conjunction with the PLANNING BOARD's consideration of the conceptual site plan for the Golf Course Property and recommendation of the amendments to the RPDC Ordinance and R-2 Ordinance as required herein.

B. The actions of the PLANNING BOARD required under Subparagraphs A(1), A(2), A(3), A(4) and A(9) shall have been accomplished together at the same public meeting of the PLANNING BOARD, which meeting shall have taken place no later than February 6, 1991. If the PLANNING BOARD fails to comply with the foregoing time period and WINDSOR GOLF and GARDEN STATE elect not to waive same, WINDSOR GOLF and GARDEN STATE may terminate this Agreement.

C. WINDSOR GOLF and GARDEN STATE have the sole option to terminate this Agreement and be entitled to a return of the

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escrowed deeds delivered under Paragraphs A(5) and A(6) herein, upon notice to the Township Attorney that either of the following has occurred: 1) WINDSOR GOLF has not received an executed contract from a third party to purchase the Golf Course Property on or before February 8, 1991; or 2) the contract purchaser of the Golf Course Property fails to close title, at no fault of WINDSOR GOLF, on or before the date for release of the deeds from escrow for recording.

D. WINDSOR GOLF and GARDEN STATE shall have the right to terminate this Agreement upon the final disposition of an appeal filed within 45 days from any of the municipal actions completed hereunder or within 45 days from the entry of the Consent Order annexed hereto, if that final disposition of the appeal materially alters the amount, nature or use of the preservation development credits established herein. The PLANNING BOARD shall have the right to terminate this Agreement upon the final disposition of an appeal filed within 45 days from any of the municipal actions completed hereunder or within 45 days from the entry of the Consent Order annexed hereto, if that final disposition of the appeal invalidates the deed restriction to be imposed on the Golf Course Property. The right to terminate under this Paragraph shall be exercised by the parties within thirty (30) days of the date of a final court order disposing of the appeal and time is of the essence.

E. The parties understand that the goal of a development application which includes the preservation development credits established herein will be to respect the zoning, subdivision and

site plan controls governing development in the ROM-1 and ROM-2 Zones (as modified by the RPDC Ordinance attached as Exhibit A hereto). However, the PLANNING BOARD acknowledges that the intent of the RPDC Ordinance is to establish a scheme whereby the preservation development credits can be readily utilized on a receiving zone tract in the interest of preserving the Golf Course Property, and that in connection with any application for a receiving zone tract, because the impact of the zoning controls cannot now be ascertained, it may be necessary for an applicant to seek variance relief from bulk regulations of the ROM-1 and ROM-2 Zone Ordinances to implement such scheme. The parties herein recognize that the PLANNING BOARD cannot prejudge a variance application and that the review of same shall depend on the merits of a site specific application submitted to the PLANNING BOARD.

F. Any provision of this Agreement, including the time periods for action contained herein, may be waived in whole or in part at the absolute discretion of WINDSOR GOLF and GARDEN STATE.

G. This Agreement is predicated on the Court granting an adjournment of the scheduled trial in the pending litigation to a date after the completion of all provisions of the Agreement. The parties herein agree to jointly seek such an adjournment.

H. Upon the completion of all actions contemplated in subparagraphs A(1) through A(9) hereunder, but prior to the release of the escrowed deeds for recording, the parties shall submit to the Court the Consent Order annexed hereto as Exhibit D and jointly seek its entry. GARDEN STATE shall have the right to

reinstate its lawsuit against the PLANNING BOARD if this Agreement is terminated pursuant to Paragraph C and/or Paragraph D herein.

I. This Agreement shall be binding on the parties hereto, their successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and date first written above.

ATTESTED:

PLANNING BOARD OF THE TOWNSHIP
OF WEST WINDSOR

Eleanor Clausen
Eleanor Clausen, Secretary

BY: William A. Neff, Jr.
WILLIAM A. NEFF, JR.
Chairman

WINDSOR GOLF ASSOCIATES, L.P.

BY: GARDEN STATE LAND HOLDING
COMPANY, General Partner

Steven Millstein
Steven Millstein
Secretary

BY: Joseph Millstein
JOSEPH MILLSTEIN, President

Steven Millstein
Steven Millstein
Secretary

GARDEN STATE LAND HOLDING
COMPANY

BY: Joseph Millstein
JOSEPH MILLSTEIN, President

Handwritten note:
Held as to
form by the Registrar

ORDINANCE NUMBER 91-

AN ORDINANCE TO AMEND AND SUPPLEMENT
THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST WINDSOR (1979)

AN ORDINANCE TO AMEND AND SUPPLEMENT
"ZONING" OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST WINDSOR (1979)

Section 1. Chapter XII, Zoning. Article VIII, General Provisions and Supplemental Regulations Governing Certain Uses. Section 22-8.17, Recreation Preservation Development Credits is amended to read as follows:

NOTE: Additions to the current ordinance are indicated by underline thus; deletions are indicated by bracket, [thus]

22-8.17 Recreation Preservation Development Credits:

22-8.17.1 General. In order to preserve existing recreational open space lands within an R-2 Zoning District, one or more tracts [owners of lands] located within an ROM-1 or ROM-2 Zoning District may be permitted to increase the permitted floor area of development on those tract(s) in exchange for maintaining in perpetuity separate and properly subdivided lot(s) for continued open space or recreational use.

22-8.17.2 Standards.

- A. The minimum lot size for the land to be preserved shall be one hundred (100) contiguous acres in a properly subdivided lot(s).
- B. The tract to be preserved shall be designated on the township's Community Facilities Master Plan as existing "Semi-Public - Recreation/Open Space."
- C. The extent of preservation development credits to be received from such preserved lands shall be determined by the Planning Board and be based on a hypothetical subdivision layout conforming to all zoning and subdivision criteria. Sufficient information shall be provided for a determination by the [Board of Health and] Planning Board [that all] as to the number of proposed lots which would be buildable if developed as shown. Based on the number of [buildable] hypothetical building lots, the maximum residential building square footage that is permitted on such lots by the zone district in which the preservation tract is located can be established.

- D. [The maximum FAR increase within a receiving planned development shall not exceed by twenty (20%) percent the maximum permitted FAR for the ROM-1 district, notwithstanding the extent of preservation development credit established under Section 22-8.17.2(c) herein.]. The preservation development credits once established pursuant to Section 22-8.17.2E herein are valid and may be utilized within the receiving areas set forth in Section 22-8.17.2F for a period of eighteen (18) years following the date of recording of a deed imposing a restriction on the use of the land within the R-2 Zone to open space or recreational uses in perpetuity. If the preservation development credits are incorporated as part of an approval of a development application for a receiving tract during the eighteen (18) year period, the right to utilize such incorporated credits shall be for the duration that such approval remains valid. Banking and subsequent transfer of excess preservation development credits from one property in the ROM-1 and ROM-2 Zoning District to another shall not be permitted.
- E. The utilization of the preservation development credits shall be authorized upon the [filing] recording by the owner of a deed restriction, in a form acceptable to the [Planning Board] Township attorney, and running with the land from which the preservation development credits are proposed to be transferred and restricting such land to open space or recreational uses permitted in the R-2 Zoning District in perpetuity, and limited by applicable bulk and area regulations. Such restrictions shall also be made part of the final subdivision or site plan application of [the] a development which proposes to utilize such credits and shall be filed with the appropriate agencies as a condition to such development application approval. In addition, right-of-way dedication in accordance with the Circulation Element of the Township's Master Plan shall be required from the parcel to be preserved. [Adequate assurances for the on-going maintenance of the preserved tract shall also be provided].
- F. The receiving tract for the recreation preservation development credits shall be permitted to utilize the approved credits for permitted, but not for conditional uses provided the tract [is part of a mixed-use planned development in excess of one hundred (100) acres and located within an ROM-1 zoning district] complies with the following:
1. It is located within an ROM-1 Zoning District southwest of Washington Road (Route 571) or an ROM-2 Zoning District as such areas are delineated on the Zoning Map of West Windsor Township dated January, 1990 notwithstanding any changes in such district boundaries which may be enacted subsequent to the adoption of this ordinance; except that if any tract within the area bounded by Washington Road to the north, the N.J. Transit railroad to the east, Quakerbridge Road to the

south and the Delaware and Raritan Canal to the west is subsequently zoned to ROM-1 or ROM-2, such tract shall be eligible to utilize the approved credits; and

2. It is part of a planned development of a minimum of twenty (20) acres which proposes a general development plan indicating generally how the additional floor area will be utilized.
- G. The additional floor area credit shall conform to all zoning, subdivision, site plan, and other ordinance controls governing development within the ROM-1 and ROM-2 zones, including any traffic management, peak hour traffic reduction and pro-rata off-tract improvement obligations[.], with the following exceptions/conditions:
1. Applications for development which include preservation development credits will be subject to the currently effective maximum improvement coverage (MIC) of .50 where required to accommodate the additional floor area credits and in that case subsequent changes in the MIC of these ordinances will not apply.
 2. For developments which are proposed under the provisions of Section 22-6.1.1i or Section 22-6.3.1f (for research-office limited manufacturing park developments) the additional floor area which the credits represent is specifically exempt from the requirements of Section 22-6.1.1i.4.(c) which limit the floor area of the stories above a three-storied building. All or a portion of the credit floor area may be utilized within stories above the third story of a building or buildings within a planned development, solely to the extent necessary to utilize such credits and only where the improvement coverage has been fully utilized in the opinion of the board of jurisdiction.
 3. Notwithstanding the three (3) story height limitation otherwise imposed by Sections 22-6.2.8 and 22-6.4.8, building heights may be up to four(4) stories but not more than fifty-five (55) feet, solely to the extent necessary to utilize such credits within the areas of the ROM-1 and ROM-2 zoning districts set forth in Section 22-8.17.2 F which are outside a band one thousand eight hundred (1,800) feet in width as measured from the right-of-way line of the State's principal arterial designated as Route One, provided that the additional floor area which the credits represent is at least equal to the total floor area proposed within the fourth story of the building or buildings in the proposed development.

Section 2. This Ordinance shall take effect upon its passage and publication according to law and filing with the Mercer County Planning Board.

INTRODUCTION:

PUBLIC HEARING:

ADOPTION:

February 6, 1991

ORDINANCE NUMBER 91-

AN ORDINANCE TO AMEND AND SUPPLEMENT
THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST WINDSOR (1979)

AN ORDINANCE TO AMEND AND SUPPLEMENT
"ZONING" OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST WINDSOR (1979)

Section 1. Chapter XII, Zoning. Article IV. Regulations for Residence Districts. Section 22-4.3, Use Regulations - R-2 Residence District and Section 22-4.4, Bulk and Area Regulations - R-2 District are amended to read as follows:

NOTE: Additions to the current ordinances are indicated by underline thus; deletions are indicated by bracket [thus].

Section 22-4.3.1b. Private, semi-public or public golf and country club, provided that such facilities are located on a lot(s) of a minimum of 100 acres in size which is deed-restricted to recreational uses in perpetuity.

Section 22-4.3.1c. Accessory uses and accessory buildings incidental to the use permitted by Section 22-4.3.1b include the following:

1. Dining, bar, lounge, and banquet facilities with related kitchen and storage areas;
2. Pro shop, fitness center, locker rooms, golf cart and bag storage areas;
3. Meeting room(s), management offices;
4. Tennis and paddle tennis courts;
5. Swimming pool and cabana with locker rooms;
6. Maintenance building; and
7. Parking, subject to the regulations contained in Article VI of Chapter XXIII.

Section 22-4.4.9. Bulk and Area Regulations for the uses permitted by Sections 22-4.3.1 b and 22-4.3.1 c shall be as set forth in Section 22-4.4 with the exception of the following specific standards:

- | | |
|---|--|
| <u>a. Maximum FAR:</u> | <u>0.0076</u> |
| <u>b. Maximum Improvement Coverage:</u> | <u>0.06</u> |
| <u>c. Building Setbacks from Residential Lot Lines:</u> | <u>100 feet for maintenance buildings and storage buildings;</u> |
| | <u>200 feet for all other buildings, swimming pool</u> |

and tennis courts.

Section 2. This Ordinance shall take effect upon its passage and publication according to law and filing with the Mercer County Planning Board.

INTRODUCTION:
PUBLIC HEARING:
ADOPTION:

February 6, 1991

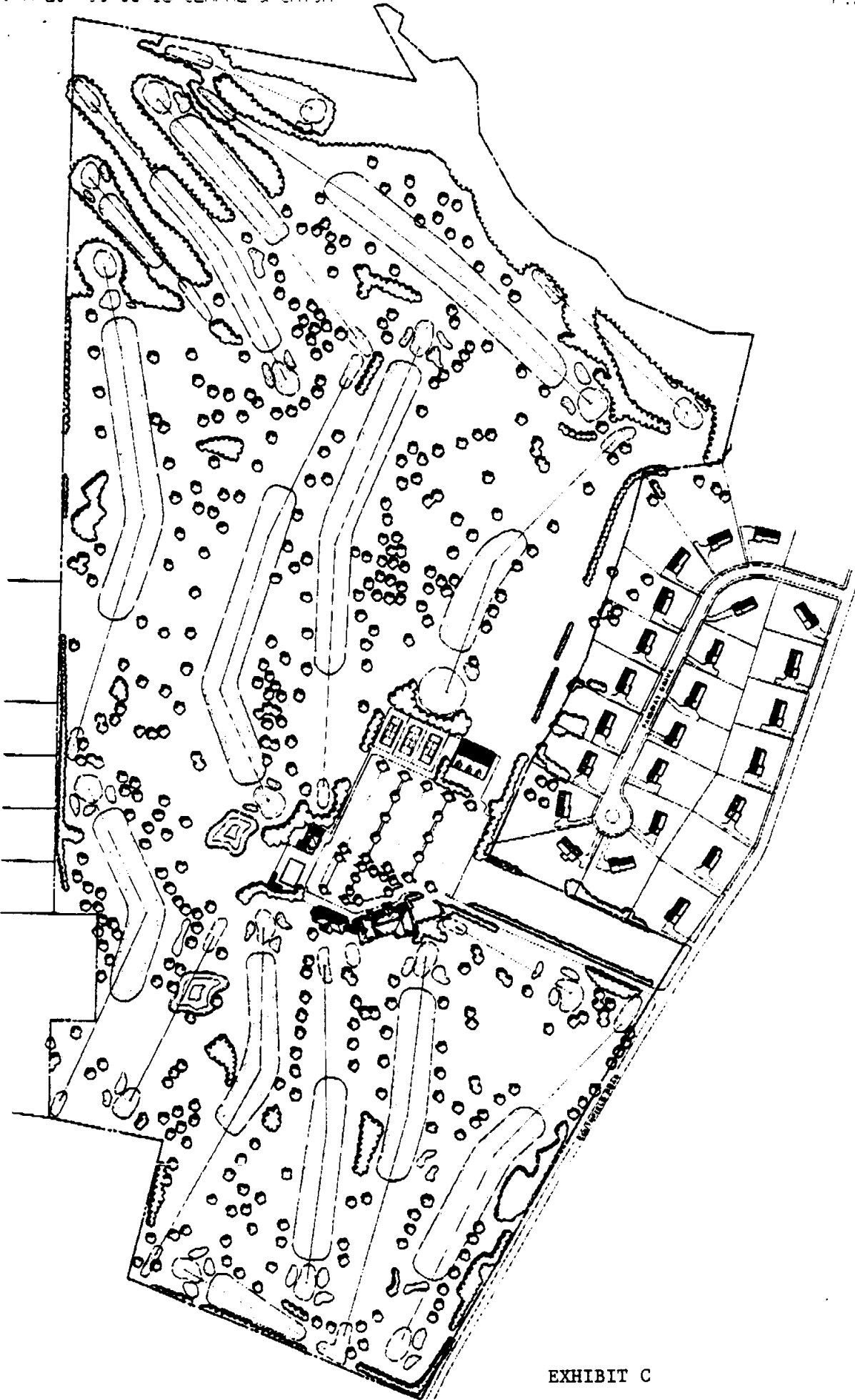


EXHIBIT C

SITE PLAN CRANBURY GOLF COURSE W. WINDSOR TOWNSHIP, N.J.
CONCEPTUAL DEVELOPMENT

JANUARY 16, 1991

CLAPKE & CATON

JAMIESON, MOORE, PESKIN & SPICER
A Professional Corporation
300 Alexander Park
CN 5276
Princeton, New Jersey 08543-5276
(609) 452-0808
Attorneys for Plaintiffs

GARDEN STATE LAND HOLDING
COMPANY,

Plaintiff,

-v-

PLANNING BOARD OF WEST
WINDSOR TOWNSHIP,

Defendant.

: SUPERIOR COURT OF NEW JERSEY
MERCER COUNTY - LAW DIVISION
: DOCKET NO. L-90-4325

: Civil Action

:
: CONSENT ORDER
: DISMISSING ACTION ON TERMS

:

This matter having been opened to the Court by Jamieson, Moore, Peskin & Spicer, P.C., attorneys for plaintiffs, and by Miller, Porter & Muller, P.C., attorneys for defendant, and it appearing from the Settlement Agreement annexed hereto that the parties have settled this matter subject to certain conditions; and good cause appearing,

IT IS on this ____ day of _____, 1991;

ORDERED that this action is hereby dismissed with prejudice and without costs in accordance with the Settlement Agreement of the parties attached hereto; and it is

FURTHER ORDERED that plaintiff has the right to reinstate this action on motion in the event that the plaintiff terminates the settlement pursuant to Paragraph C and/or Paragraph D or the defendant terminates the settlement pursuant to Paragraph D of the Settlement Agreement annexed hereto.

PAUL G. LEVY, P.J.Ch.

EXHIBIT D

We hereby consent to the
form and entry of this Order.

MILLER, PORTER & MULLER, P.C.
Attorneys for Defendant

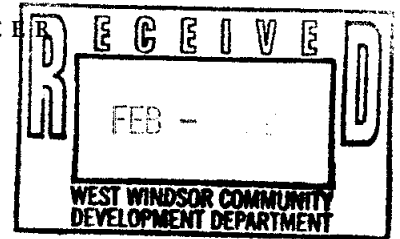
BY: _____
GERALD J. MULLER

JAMIESON, MOORE, PESKIN & SPICER, P.C.
Attorneys for Plaintiff

BY: _____
ARTHUR MEISEL

JAMIESON ♦ MOORE ♦ PESKIN & SPICER

A PROFESSIONAL CORPORATION ♦ COUNSELLORS AT LAW



January 31, 1991

HAND-DELIVERED

NOLA R. BENCZE
JAMES J. BRITT, JR.
DENNIS R. CASALE
THOMAS C. JAMIESON, JR.
ANN F. KIERNAN
KEVIN L. LILLY
THOMAS G. McMAHON
ARTHUR MEISEL
HERBERT FRANKLIN MOORE
KEVIN J. MOORE
TIMOTHY J. O'NEILL
DEBORAH T. PORITZ
JAY SAMUELS
DOUGLAS G. SANBORN
NEAL L. SCHONHAUT
MICHAEL F. SPICER
THOMAS P. WEIDNER

Ms. Eleanor Clausen
Planning Board of the Township of West Windsor
Municipal Building
271 Clarksville Road
P.O. Box 38
Princeton Junction, NJ 08550

RE: Application of Garden State Land Holding Company
Premises: Block 21, Lots 14 and 145
On the Tax Map of West Windsor Township
Proposed Settlement Agreement, Recommendation of
Ordinance Amendments, Conceptual Site Plan Review

Dear Eleanor:

In connection with the above-captioned matter, enclosed is an affidavit of service of public notice and proof of publication of notice for the February 6, 1991 public hearing of this matter by the Planning Board.

More specifically, said documents include:

1. Affidavit of Lisa P. Patterson, dated January 31, 1991 stating that at least ten (10) days prior to February 6, 1991 public notice of a hearing on the above matter by the Planning Board of the Township of West Windsor on February 6, 1991 was served to all property owners within 200 feet of the subject parcel. Said affidavit includes the Affidavit of Publication of Judy T. Rizzo, Bookkeeper for the Times Corporation, dated January 25, 1991, stating that public notice of a hearing on the above matter by the Planning Board of the Township of West Windsor on February 6, 1991 was published in the Legal Classified Section of the January 25, 1991 edition of The Trenton Times.

2. A copy of the written notice sent to all property owners within 200 feet of the subject property as identified on a list of property owners prepared by Karen Johnson on June 12, 1990 and recertified as correct by her on January 22, 1991.

300 ALEXANDER PARK
CN 5276
PRINCETON, NJ 08543-5276
609-452-0808
♦
FAX 609-452-1147
609-452-0943
609-951-0096
♦
TRENTON OFFICE
609-396-5511

10

Ms. Eleanor Clausen
January 31, 1991
Page Two

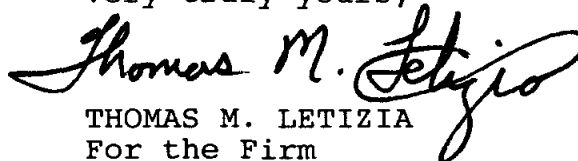
◇

3. A copy of the lists of all property owners within 200 feet of Lots 14 and 145, in Block 21 in West Windsor Township, certified as correct by Karen Johnson of the Township of West Windsor.

4. A copy of all green and white certified mail receipts.

If you have any questions or need anything further, please feel free to call me.

Very truly yours,


THOMAS M. LETIZIA
For the Firm

TML:lpp
enc.

cc: Philip R. Evans, Garden State Land Co.
G. Thomas Reynolds, Esq. (w/enc.)
Thomas C. Jamieson, Jr., Esq.

State of New Jersey, } ss.
Mercer County }

NOTICE

PLEASE TAKE NOTICE that at 8:00 p.m. on Wednesday, February 6, 1991 in the Municipal Building of the Township of West Windsor, 271 Clarksville Road, Princeton Junction, New Jersey, the Planning Board of the Township of West Windsor will hold a public hearing to take action on an agreement to settle litigation in the Superior Court of New Jersey, bearing Docket No. L-90-4325 P.W., regarding the matter of Garden State Land Holding Company v. Planning Board of the Township of West Windsor. Said litigation arose out of action by the Planning Board on September 5, 1990, memorialized by resolution adopted October 17, 1990, denying preliminary major subdivision approval on the application of Garden State Land Holding Company to construct a residential development on property known as the Cranbury Golf Course. The property which is the subject of the litigation is located on Southfield Road in the Township and more particularly designated as Block 21, Lots 14 and 145 as shown on the Tax Map of the Township of West Windsor. The site is situated within the R-2 (Residence) Zone District and consists of approximately 122 acres.

More specifically, the parties to the litigation and Windsor Golf Associates, L.P., the owner of the subject property, propose to enter into an agreement to settle the pending lawsuit pursuant to certain terms and conditions, among which include:

1. Imposition of a deed restriction on the property to preserve same in perpetuity for open space or recreational uses as permitted by the R-2 Zone District Ordinance of the Township.

2. Recommending the adoption of amendments to Township Ordinance Section 22-8.17, Section 22-4.3 and 22-4.4 regarding recreation preservation development credits and permitted accessory uses to golf courses in the R-2 Zone. Such ordinance amendments are to be subsequently adopted by the Township Committee.

3. Establishing the extent of preservation development credits to be received from the subject property in exchange for it being preserved in perpetuity for open space or recreational uses. Such credits are to be utilized on certain sites located in the ROM-1 and ROM-2 Zone Districts.

4. Review by the Planning Board of a conceptual site plan for the subject property depicting possible renovations, expansions, upgrades and improvements to the existing golf course facilities. Any such future improvements on the property will be subject to a subsequent approval by the Planning Board of a full site plan application.

At the same public hearing on February 6, 1991, the Planning Board will review the Applicant's concept site plan for possible upgrade, expansions, renovations and improvements to the existing golf course facilities on the property. Improvements shown on the plan include a new golf club house, storage facilities, swimming pool and cabana and parking areas.

A copy of the Settlement Agreement, proposed ordinance amendments, concept plan and supporting documents are available for public inspection at the office of the Director of Community Development, 271 Clarksville Road, Princeton Junction, New Jersey during the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. All interested persons will be given the opportunity to be heard at the aforementioned public hearing on the settlement and the concept site plan.

GARDEN STATE LAND
HOLDING COMPANY
and WINDSOR GOLF
ASSOCIATES, L.P.
BY: JAMIESON, MOORE,
PESKIN & SPICER
ATTORNEYS FOR
APPLICANT

DATED: JANUARY 24, 1991
Fee \$70.72 1/25 Times

Judy T. Rizzo

being duly sworn according to law, on her oath says that she is Bookkeeper for The Trenton Times (Inc.), publishers of The Times Newspapers, a newspaper printed and circulated in the City of Trenton, in the County and State aforesaid, and the deponent further states she has personal knowledge that an advertisement, of which the annexed is a true copy, was published in the issue of

January 25, 1991

Judy T. Rizzo

Sworn and subscribed before me

this 25th day of January 1991

Joyce C. Raymond

Notary Public for N.J.

JOYCE C. RAYMOND

NOTARY PUBLIC OF N.J.

MY COMMISSION EXPIRES SEPTEMBER 27, 1995

ONY DEE PRINTING PLAINSBORO, N.J. - 609-799-9559

NOTICE

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More specifically, the parties to the litigation and Windsor Golf Associates, L.P., the owner of the subject property, propose to enter into an agreement to settle the pending lawsuit pursuant to certain terms and conditions, among which include:

1. Imposition of a deed restriction on the property to preserve same in perpetuity for open space or recreational uses as permitted by the R-2 Zone District Ordinance of the Township.

2. Recommending the adoption of amendments to Township Ordinance Section 22-8.17, Section 22-4.3 and 22-4.4 regarding recreation preservation development credits and permitted accessory uses to golf courses in the R-2 Zone. Such ordinance amendments are to be subsequently adopted by the Township Committee.

3. Establishing the extent of preservation development credits to be received from the subject property in exchange for it being preserved in perpetuity for open space or recreational uses. Such credits are to be utilized on certain sites located in the ROM-1 and ROM-2 Zone Districts.

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A copy of the Settlement Agreement, propose ordinance amendments, concept plan and supporting documents are available for public inspection at the office of the Director of Community Development, 271 Clarksville Road, Princeton Junction, New Jersey during the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. All interested persons will be given the opportunity to be heard at the aforementioned public hearing on the settlement and the concept site plan.

GARDEN STATE LAND HOLDING COMPANY
and WINDSOR GOLF ASSOCIATES, L.P.

BY: JAMIESON, MOORE, PESKIN & SPICER
ATTORNEYS FOR APPLICANT

DATED: JANUARY 24, 1991

P 153 901 525

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to
 Raymond & Carolyn Strecker
 71 Westminster Dr
 Princeton Jct, NJ 08550

PS Form 3800, June 1985

Special Delivery Fee

Return Receipt showing
to whom and Date DeliveredReturn Receipt showing to whom,
Date, and Address of Delivery

TOTAL Postage and Fees

\$

Postmark or Date

1-25-91

P 122 929 406

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to
 Keith Lannin
 Street and No
 101 Interchange Plaza
 P.O. State and ZIP Code
 Cranbury, NJ 08512

Postage

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt showing
to whom and Date DeliveredReturn Receipt showing to whom,
Date, and Address of Delivery

TOTAL Postage and Fees

\$

Postmark or Date

1-25-91

PS Form 3800, June 1985

P 747 258 828

P 122 929 396

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to
 Gerard Stort
 Street and No
 14 Fairway Dr
 P.O. State and ZIP Code
 Cranbury NJ 08512

Postage

Certified Fee

Special Delivery Fee

JUL
ERNAT
20

P 122 929 395

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to
 Windsor Woods Assoc. LP
 Street and No
 101 Interchange Plaza
 P.O. State and ZIP Code
 Cranbury NJ 08512

Postage

\$

Certified Fee

Special Delivery Fee

P 153 901 526

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to
 Leroy Groves
 Street and No
 345 Village Rd, East
 P.O. State and ZIP Code
 Princeton Jct, NJ 08550

Postage

\$

Certified Fee

West Windsor Township

Post Office Box 38, Princeton Junction, New Jersey 08550 (609) 799-2400

APPLICATION OF GARDEN STATE LAND HOLDING COMPANY
PLANNING BOARD OF THE TOWNSHIP OF WEST WINDSOR

STATE OF NEW JERSEY:

SS:

COUNTY OF MERCER :

LISA P. PATTERSON, of full age, being duly sworn according to law, upon her oath, deposes and says:

At least ten (10) days prior to the hearing of the above captioned matter by the Planning Board of the Township of West Windsor on February 6, 1991, I caused to be given written notice of such hearing and matter, in the form of the Notice attached hereto and made part hereof, by Certified Mail, Return Receipt Requested, to the following parties upon whom the New Jersey Revised Statutes require such Notice to be served:

1. To all property owners within 200 feet of the property known as Lots 14 and 145, in Block 21 as shown on the Tax Map of the Township of West Windsor by sending said Notice to the addresses of the property owners as provided in a list prepared by Karen Johnson, Secretary to the Department of Community Development, Township of West Windsor, copies of which are attached hereto and made part hereof.
2. To the Commissioner of New Jersey Department of Transportation.
3. To the Mercer County Planning Board
4. To the Clerk of the Township of West Windsor

The date of mailing of said Notices was January 25, 1991. Also, at least ten (10) days prior to the aforesaid hearing, I caused to be given notice in The Trenton Times, a newspaper of general circulation. The date of said publication was January 25, 1991. A true copy of the proof of publication is attached hereto and made part hereof.

Lisa P. Patterson
 LISA P. PATTERSON

Sworn to and subscribed before
 me this 31st day of January, 1991.

Thomas M. Letizia
 THOMAS M. LETIZIA, ESQUIRE

P 747 2 827

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, June 1985

Sent to	Nice City Pl. Bld.
Street and No.	P.O. Box 5068
P.O. State and ZIP Code	Winston, NC 28650
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	1-25-91

747 258 829

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, June 1985

Sent to	Barbara & Christian Wethe
Street and No.	34 Southfield Rd
P.O. State and ZIP Code	Cranbury, NJ 08512
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	1-25-91

P 419 928 217

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1985-480-794

PS Form 3800, June 1985

Sent to	Andrew Kovacs
Street and No.	6 Fairway Dr
P.O. State and ZIP Code	Cranbury, NJ 08512
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	1-25-91

P 747 258 833

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, June 1985

Sent to	Donald Darnst
Street and No.	8 Fairway Dr
P.O. State and ZIP Code	Cranbury, NJ 08512
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	1-25-91

P 419 928 218

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to	Barbara & Ruth Trinius
Street and No.	4 Fairway Dr
P.O. State and ZIP Code	Cranbury, NJ 08512
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	1-25-91

P 747 256 666

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Form 3800, June 1985

Sent to	Tip. of West Windsor
Street and No.	P.O. Box 38
P.O. State and ZIP Code	Winston, NC 28650
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	1-25-91

P 122 929 391

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Form 3800, June 1985

Sent to	Frank & Colleen Robinson
Street and No.	3 Clausen Ct.
P.O. State and ZIP Code	Cranbury, NJ 08512
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	1-25-91

DOMESTIC RETURN RECEIPT

SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece next to the article number.		I also wish to receive the following services (for an extra fee): ☐ Addressee's Address ☐ Restricted Delivery	
3. Article Addressed to: <i>Barbara & Christian Wetzel</i> <i>59 Southfield Rd.</i> <i>Warburg, NJ 08512</i>		4a. Article Number <i>P1282664</i>	
4b. Service Type ☐ Registered ☐ Insured ☐ COD ☒ Certified ☐ Return Receipt for Merchandise ☐ Express Mail		7. Date of Delivery	
8. Addressee's Address (Only if requested and fee is paid)		5. Signature (Agent) <i>[Signature]</i>	

SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece next to the article number.		I also wish to receive the following services (for an extra fee): ☐ Addressee's Address ☐ Restricted Delivery	
3. Article Addressed to: <i>Barbara & Christian Wetzel</i> <i>59 Southfield Rd.</i> <i>Warburg, NJ 08512</i>		4a. Article Number <i>P1282664</i>	
4b. Service Type ☐ Registered ☐ Insured ☐ COD ☒ Certified ☐ Return Receipt for Merchandise ☐ Express Mail		7. Date of Delivery <i>1-29</i>	
8. Addressee's Address (Only if requested and fee is paid)		5. Signature (Agent) <i>[Signature]</i>	

DOMESTIC RETURN RECEIPT

SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece next to the article number.		I also wish to receive the following services (for an extra fee): ☐ Addressee's Address ☐ Restricted Delivery	
3. Article Addressed to: <i>Top of West Windsor</i> <i>P.O. Box 38</i> <i>Quinton Jet, NJ 08530</i>		4a. Article Number <i>P147252644</i>	
4b. Service Type ☐ Registered ☐ Insured ☒ Certified ☐ COD ☐ Return Receipt for Merchandise ☐ Express Mail		7. Date of Delivery <i>04/60</i>	
8. Addressee's Address (Only if requested and fee is paid)		5. Signature (Agent) <i>[Signature]</i>	

SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece next to the article number.		I also wish to receive the following services (for an extra fee): ☐ Addressee's Address ☐ Restricted Delivery	
3. Article Addressed to: <i>Raymond & Carolyn Specker</i> <i>7 Westminister Dr</i> <i>Quinton Jet, NJ 08530</i>		4a. Article Number <i>P15390153</i>	
4b. Service Type ☐ Registered ☐ Insured ☒ Certified ☐ COD ☐ Return Receipt for Merchandise ☐ Express Mail		7. Date of Delivery <i>1-28-91</i>	
8. Addressee's Address (Only if requested and fee is paid)		5. Signature (Agent) <i>[Signature]</i>	

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

3. Article Addressed to:
*Commissioner
Dept. of Transportation
Parkway Avenue
Trenton, NJ 08625*

4a. Article Number
P747 258 826

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery

8. Addressee's Address (Only if requested and fee is paid)

5. Signature (Addressee)
[Signature]

6. Signature (Agent)
[Signature] **JAN 28 1991**

PS Form 3811, October 1990 *U.S. GPO: 1990-273-961

DOMESTIC RETURN RECEIPT

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

3. Article Addressed to:
*Robert Tarantino
57 Southfield Rd
Cranbury, NJ 08512*

4a. Article Number
P122 929 405

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery
1-26-91

8. Addressee's Address (Only if requested and fee is paid)

5. Signature (Addressee)
[Signature]

6. Signature (Agent)
[Signature]

PS Form 3811, October 1990 *U.S. GPO: 1990-273-961

DOMESTIC RETURN RECEIPT

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
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- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

3. Article Addressed to:
*Joseph & Byrann Fox
15 Fairway Dr.
Cranbury, NJ 08512*

4a. Article Number
P122 929 404

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery
1-26-91

8. Addressee's Address (Only if requested and fee is paid)

5. Signature (Addressee)
[Signature]

6. Signature (Agent)
[Signature]

PS Form 3811, October 1990 *U.S. GPO: 1990-273-961

DOMESTIC RETURN RECEIPT

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
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*Robert Tarantino
57 Southfield Rd
Cranbury, NJ 08512*

4a. Article Number
P122 929 405

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery
1-26-91

8. Addressee's Address (Only if requested and fee is paid)

5. Signature (Addressee)
[Signature]

6. Signature (Agent)
[Signature]

PS Form 3811, October 1990 *U.S. GPO: 1990-273-961

DOMESTIC RETURN RECEIPT

SENDER: - Complete items 1 and/or 2 for additional services. - Complete items 3, and 4a & b. - Print your name and address on the reverse of this form so that we can return this card to you. - Attach this form to the front of the mailpiece, or on the back if space does not permit. - Write "Return Receipt Requested" on the mailpiece next to the article number.		I also wish to receive the following services (for an extra fee): ☐ Addressee's Address ☐ Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: <i>Frank & Colleen Robinson</i> <i>3 Clauser Ct.</i> <i>Cranbury, NJ 08512</i>		4a. Article Number <i>P122 929 391</i>	
4b. Service Type ☐ Registered ☒ Certified ☐ Express Mail		☐ Insured ☐ COD ☐ Return Receipt for Merchandise	
7. Date of Delivery <i>10-26-91</i>			
5. Signature (Addressee) <i>Frank & Colleen Robinson</i>		8. Addressee's Address (Only if requested and fee is paid)	
6. Signature (Agent)			

PS Form 3811, October 1990 *U.S. GPO: 1990-273-061

DOMESTIC RETURN RECEIPT

SENDER: - Complete items 1 and/or 2 for additional services. - Complete items 3, and 4a & b. - Print your name and address on the reverse of this form so that we can return this card to you. - Attach this form to the front of the mailpiece, or on the back if space does not permit. - Write "Return Receipt Requested" on the mailpiece next to the article number.		I also wish to receive the following services (for an extra fee): ☐ Addressee's Address ☐ Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: <i>Mercer County Pl. Bd.</i> <i>P.O. Box 5068</i> <i>Trenton, NJ 08650</i>		4a. Article Number <i>P147258 827</i>	
4b. Service Type ☐ Registered ☒ Certified ☐ Express Mail		☐ Insured ☐ COD ☐ Return Receipt for Merchandise	
7. Date of Delivery			
5. Signature (Addressee) <i>Dan</i>		8. Addressee's Address (Only if requested and fee is paid)	
6. Signature (Agent)			

PS Form 3811, October 1990 *U.S. GPO: 1990-273-061

DOMESTIC RETURN RECEIPT

SENDER: - Complete items 1 and/or 2 for additional services. - Complete items 3, and 4a & b. - Print your name and address on the reverse of this form so that we can return this card to you. - Attach this form to the front of the mailpiece, or on the back if space does not permit. - Write "Return Receipt Requested" on the mailpiece next to the article number.		I also wish to receive the following services (for an extra fee): ☐ Addressee's Address ☐ Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: <i>Heath Larkin</i> <i>101 Interchange Plaza</i> <i>Cranbury, NJ 08512</i>		4a. Article Number <i>P122 929 406</i>	
4b. Service Type ☐ Registered ☒ Certified ☐ Express Mail		☐ Insured ☐ COD ☐ Return Receipt for Merchandise	
7. Date of Delivery			
5. Signature (Addressee) <i>Heath Larkin</i>		8. Addressee's Address (Only if requested and fee is paid)	
6. Signature (Agent)			

PS Form 3811, October 1990 *U.S. GPO: 1990-273-061

DOMESTIC RETURN RECEIPT

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3. Article Addressed to: <i>Windsor Woods Assoc.,</i> <i>LP-5 Millstone</i> <i>101 Interchange Plaza</i> <i>Cranbury, NJ 08512</i>		4a. Article Number <i>P122 929 395</i>	
4b. Service Type ☐ Registered ☒ Certified ☐ Express Mail		☐ Insured ☐ COD ☐ Return Receipt for Merchandise	
7. Date of Delivery			
5. Signature (Addressee) <i>Heath Larkin</i>		8. Addressee's Address (Only if requested and fee is paid)	
6. Signature (Agent)			

PS Form 3811, October 1990 *U.S. GPO: 1990-273-061

DOMESTIC RETURN RECEIPT

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

3. Article Addressed to:

Donald Daoust
8 Farway Dr.
Cranbury, NJ 08512

5. Signature (Addressee)

6. Signature (Agent)

PS Form 3811, October 1990

*U.S. GPO: 1990-273-961

DOMESTIC RETURN RECEIPT

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

3. Article Addressed to:

Joseph & Andrea Siben
8 Farway Dr.
Cranbury, NJ 08512

5. Signature (Addressee)

6. Signature (Agent)

PS Form 3811, October 1990

*U.S. GPO: 1990-273-961

DOMESTIC RETURN RECEIPT

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

3. Article Addressed to:

Andrew Kovacs
6 Farway Dr.
Cranbury, NJ 08512

5. Signature (Addressee)

6. Signature (Agent)

PS Form 3811, October 1990

*U.S. GPO: 1990-273-961

DOMESTIC RETURN RECEIPT

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

3. Article Addressed to:

Kenneth Waton
10 Farway Dr.
Cranbury, NJ 08512

5. Signature (Addressee)

6. Signature (Agent)

PS Form 3811, October 1990

*U.S. GPO: 1990-273-961

DOMESTIC RETURN RECEIPT

- I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

4a. Article Number

P7419 928 217

4b. Service Type

- ☐ Registered
- ☐ Insured
- ☒ Certified
- ☐ COD
- ☐ Express Mail
- ☐ Return Receipt for Merchandise

7. Date of Delivery

1-26-91

5. Signature (Addressee)

6. Signature (Agent)

PS Form 3811, October 1990

*U.S. GPO: 1990-273-961

DOMESTIC RETURN RECEIPT

- I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

4a. Article Number

P7417 258 831

4b. Service Type

- ☐ Registered
- ☐ Insured
- ☒ Certified
- ☐ COD
- ☐ Express Mail
- ☐ Return Receipt for Merchandise

7. Date of Delivery

1-26-91

8. Addressee's Address (Only if requested and fee is paid)

5. Signature (Addressee)

6. Signature (Agent)

PS Form 3811, October 1990

*U.S. GPO: 1990-273-961

DOMESTIC RETURN RECEIPT

SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece next to the article number.	I also wish to receive the following services (for an extra fee): 1. ☐ Addressee's Address 2. ☐ Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: <i>Paul Yakub</i> <i>22 Farway Dr</i> <i>Cranbury, NJ 08512</i>	4a. Article Number <i>D122 429403</i> 4b. Service Type ☐ Registered ☒ Certified ☐ Express Mail ☐ Insured ☐ COD ☐ Return Receipt for Merchandise 7. Date of Delivery
5. Signature (Addressee) <i>Paul Yakub</i> 6. Signature (Agent) <i>Therese Yakub</i> <i>9/6</i>	8. Addressee's Address (Only if requested and fee is paid)

HARTSOUGH, KENNY & INNES

ATTORNEYS AT LAW

3490 US HWY #1

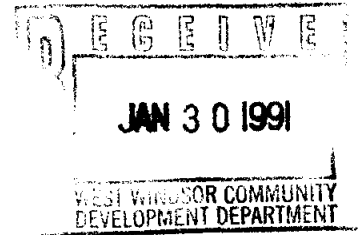
PRINCETON, NEW JERSEY 08540-5989

609-987-8500

FAX: 609-987-9709

Michael T. Hartsough*
David J. Kenny*
Paul Innes*
Marvin A. VanHise, Jr.*
* NJ and PA Bars

MEMO



TO: Gerry Lenaz
FROM: Michael T. Hartsough, Esq.
RE: Cranbury Golf Course
DATE: January 29, 1991

I have reviewed the draft settlement agreement and ordinances in the above matter and I have several comments:

A. Recreation Preservation Ordinance.

1. Section 22-8.17.2(C). The last sentence attempts to force the Township to "value" the credits. We previously discussed this and I believe you and I agree that we should simplify the equation by merely identifying the footage able to be transferred (i.e., 350,000 sq. ft.) and not be concerned with "value".
2. Section 22-8.17-2(D). Correct me if I am wrong, but doesn't the deletion of the 20% cap negate some of the growth management effects we hoped to use in the receiving district?
3. Section 22-8.17.2(F)(2). Do you think this language is sufficient particularly in light of the 20% cap being deleted?
4. Section 22-8.17.2(G). I remain concerned about buffers from residential areas where the building height will exceed 3 stories. I don't think this is addressed in the draft.

Under separate cover, I am commenting on the draft settlement agreement. My comments will be sent directly to Gerry Muller but I will copy you with them.

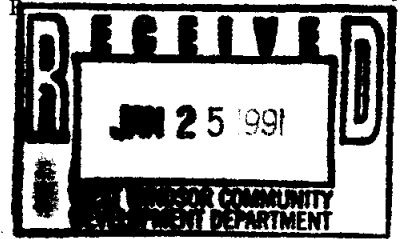
Encl.

c.c. Gerald Muller, Esq.
G. Thomas Reynolds, Esq.
Elmer Bergman
William Neff

file G. State Settlement

JAMIESON ♦ MOORE ♦ PESKIN & SPICER

A PROFESSIONAL CORPORATION ♦ COUNSELLORS AT LAW



January 25, 1991

HAND-DELIVERED

NOLA R. BENCZE
JAMES J. BRITT, JR.
DENNIS R. CASALE
THOMAS C. JAMIESON, JR.
ANN F. KIERNAN
KEVIN L. LILLY
THOMAS G. MCMAHON
ARTHUR MEISEL
HERBERT FRANKLIN MOORE
KEVIN J. MOORE
TIMOTHY J. O'NEILL
DEBORAH T. PORITZ
JAY SAMUELS
DOUGLAS G. SANBORN
NEAL L. SCHONHAUT
MICHAEL F. SPICER
THOMAS P. WEIDNER

♦

ALAN L. AUGULIS
GUY F. CLERICI
STEPHEN J. CUSMA
DAVID R. FORREY
NANCY F. GOLDSTEIN
ARTHUR F. HERRMANN
PATRICIA U. HERST
MARILYN L. KLINE
THOMAS M. LETIZIA
ROSS A. LEWIN
JAN DENISE LOUGHRAN
MICHAEL J. MANN
EDWARD MCCARDELL
JOHN D. MCQUARRIE, JR.
HOWARD SCHACHTER
ALICE K. SMALL
MARK A. SOLOMON
JULIE RILEY TATTONI
LEWIN J. WEYL
AUDREY D. WISOTSKY

CRAWFORD JAMIESON
(1927-1967)
BURTON PESKIN
(1949-1989)

Ms. Eleanor Clausen, Secretary
Planning Board of the Township of West Windsor
Municipal Building
271 Clarskville Road
Princeton Junction, NJ 08550

RE: Application of Garden State Land Holding Company
Premises: Block 21, Lots 14 and 145
On the Tax Map of West Windsor Township
Proposed Settlement Agreement, Recommendation of
Ordinance Amendments, Conceptual Site Plan Review

Dear Eleanor:

Enclosed please find the following documents in connection with the above-referenced matter for filing with your office at this time:

1. Fifteen (15) copies of proposed "Settlement Agreement" with Exhibits A through D attached, between the Planning Board of West Windsor Township, Garden State Land Holding Company and Windsor Golf Associates, L.P. intending to settle litigation between the parties known as Garden State Land Holding Co. v. Planning Board of West Windsor Township, Docket No. L-90-4325 P.W., involving the Cranbury Golf Course Property. The proposed Agreement substantially reflects the understandings and agreements between the parties.

2. Fifteen (15) copies of "Conceptual Development Site Plan" for the Cranbury Golf Course, dated January 16, 1991 and prepared by Clarke & Caton. This plan depicts possible renovations, expansions, upgrades and replacements to the existing golf course facilities. The plan is proposed as Exhibit C to the Settlement Agreement.

The foregoing is scheduled to be reviewed by the Planning Board at the public hearing on February 6, 1991. We would appreciate it if you would distribute the documents to Board members as soon as possible. This office has provided notice of this matter in compliance with applicable law and an affidavit evidencing same will be furnished to your office prior to the hearing.

300 ALEXANDER PARK
CN 5276
PRINCETON, NJ 08543-5276
609-452-0808

♦

FAX 609-452-1147
609-452-0943
609-951-0096

♦

TRENTON OFFICE
609-396-5511

8

Ms. Eleanor Clausen, Secretary
January 25, 1991
Page Two

◇
If you have any questions or comments, please do not hesitate to contact this office. Thank you for your kind cooperation as always.

Very truly yours,


THOMAS M. LETIZIA
For the Firm

TML:1pp
enc.

cc: Gerald Lenaz, Township Planner, (w/enc.)
Elmer Bergman, Township Engineer, (w/enc.)
G. Thomas Reynolds, Jr., Esq., (w/enc.)
Michael T. Hartsough, Esq., (w/enc.)
Gerald J. Muller, Esq., (w/enc.)
Philip R. Evans, Garden State Land, (w/enc.)
Thomas C. Jamieson, Jr., Esq., (w/enc.)
Arthur Meisel, Esq., (w/enc.)

SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into on the ____ day of ____, 1991 by and between WINDSOR GOLF ASSOCIATES, L.P. a limited partnership, of the State of New Jersey, 101 Interchange Plaza, Cranbury, New Jersey 08512 (hereinafter referred to as "WINDSOR GOLF"), GARDEN STATE LAND HOLDING COMPANY, a Corporation of the State of New Jersey, 101 Interchange Plaza, Cranbury, New Jersey 08512 (hereinafter referred to as "Garden State") and THE PLANNING BOARD OF THE TOWNSHIP OF WEST WINDSOR, a body politic of the State of New Jersey, P.O. Box 38, Princeton Junction, New Jersey 08550 (hereinafter referred to as the "PLANNING BOARD").

WITNESSETH:

WHEREAS, WINDSOR GOLF is the owner of real property in the Township of West Windsor, Mercer County, New Jersey designated as Block 21, Lots 14 and 145 on the Tax Map of West Windsor Township (hereinafter referred to as "Golf Course Property") and located within the R-2 (Residence) Zone District of the Township; and

WHEREAS, GARDEN STATE, the general partner of WINDSOR GOLF, made application to the PLANNING BOARD for preliminary major subdivision approval in order to construct a residential development on the Golf Course Property; and

WHEREAS, the PLANNING BOARD denied subdivision approval to GARDEN STATE on September 5, 1990, memorialized by resolution, dated October 17, 1990; and

WHEREAS, GARDEN STATE commenced litigation known as Garden State Land Holding Company v. Planning Board of the Township of

West Windsor, Docket No. L-90-4325 P.W., challenging the PLANNING BOARD'S action; and

WHEREAS, the PLANNING BOARD, WINDSOR GOLF and GARDEN STATE have conferred and wish to amicably settle the above-referenced litigation in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises provided hereinbelow, IT IS AGREED by the PLANNING BOARD, WINDSOR GOLF and GARDEN STATE as follows:

A. The litigation referred to as Garden State Land Holding Company v. Planning Board of the Township of West Windsor, Docket No. L-90-4325 P.W., will be dismissed with prejudice by the filing of the Consent Order annexed hereto as Exhibit D with the Superior Court of New Jersey, Law Division upon the full and complete occurrence of each and every of the following actions within the time periods established herein and the expiration of the time to appeal, with no appeal being filed, or if an appeal is filed upon the final disposition of the appeal satisfactory to WINDSOR GOLF and GARDEN STATE:

(1). Pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-26a, the PLANNING BOARD shall recommend to the Township Committee of West Windsor (hereinafter referred to as the "Township Committee") the adoption of an ordinance to amend the Revised General Ordinances of the Township of West Windsor (1979), Chapter XXII, Section 22-8.17 "Recreation Preservation Development Credits" (hereinafter referred to as "RPDC Ordinance") in the form annexed hereto as Exhibit A and made a

part hereof. The ordinance amendment shall include provisions to accomplish the following: expansion of the receiving area eligible to use the preservation development credits; provide certain site plan and zoning controls governing a receiving tract in the ROM-1 and ROM-2 Zone Districts seeking land use approval incorporating use of the additional preservation development credits; and setting forth that the preservation development credits are created when the land to be preserved is restricted.

(2). Pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-26a, the PLANNING BOARD shall recommend to the Township Committee the adoption of an ordinance to amend the Revised General Ordinances of the Township of West Windsor (1979), Chapter XXII, Section 22-4.3 "Use Regulations -- R-2 Residence District" and Section 22-4.4 "Bulk and Area Regulations -- R-2 District" (hereinafter referred to as the "R-2 Ordinance") in the form annexed hereto as Exhibit B and made a part hereof. The ordinance amendment shall specify that a private, semi-public or public golf and country club is permitted in the R-2 Zone District and that permitted accessory uses and buildings thereto shall include: dining, bar, lounge and banquet facilities with related kitchen and storage areas, pro shop, fitness center, locker rooms, golf cart and bag storage areas, meeting room and management offices, tennis and paddle tennis courts, swimming pool and cabana with locker rooms, maintenance building, and parking areas. The amendment shall also provide the maximum floor area ratio, maximum improvement coverage and minimum building setback from residential lot lines for these uses.

(3). Pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-10.1, the PLANNING BOARD shall review a conceptual site plan for the Golf Course Property depicting possible renovations, upgrades and improvements to the golf course facilities in accordance with the proposed R-2 Ordinance attached as Exhibit B. The parties acknowledge that any improvements on the Golf Course Property shall be subject to a subsequent review approval by the PLANNING BOARD of a complete site plan application submitted in accordance with applicable Township ordinances. A copy of the concept site plan to be considered by the PLANNING BOARD is attached hereto as Exhibit C and made a part hereof.

(4). The PLANNING BOARD shall adopt a Resolution, in a form acceptable to the PLANNING BOARD Attorney, which determines, in accordance with the provisions of the RPDC Ordinance, that WINDSOR GOLF is entitled to 390,000 square feet of preservation development credits based on 100 hypothetical buildable lots as depicted on a subdivision layout for the Golf Course Property found acceptable by the PLANNING BOARD and conforming to the applicable zoning and subdivision criteria. The Resolution shall also state that the foregoing number of preservation development credits shall be reduced to 350,000 square feet if the credits are allocated to be utilized by more than one tract in the receiving zone. The Resolution shall further provide that the preservation development credits once established are valid and may be utilized by a receiving zone tract for a period of eighteen (18) years. However, if preservation development credits are incorporated as part of a development approval for a

receiving zone tract during the eighteen (18) year period, the vesting period of those incorporated credits shall be for the duration that such approval remains valid. The eighteen (18) year period shall commence upon the imposition by WINDSOR GOLF, its successors and assigns, of a deed restriction regarding the uses on the Golf Course Property as described in Subparagraph A(5) below.

(5). WINDSOR GOLF shall impose a deed restriction on the Golf Course Property as required under the RPDC Ordinance, and in a form acceptable to the Township Attorney, to preserve such property in perpetuity for open space or recreational uses permitted in the R-2 Zone District limited by applicable bulk and design regulations. The deed restriction, the exact language of which is subject to the approval of the Township Committee, shall generally set forth the following:

Restrictive Covenant. The use of the above-described property shall be restricted to the open space or recreational uses expressly permitted by the R-2 (Residence) Zone District Ordinance (Section 22-4.3) and as limited by applicable bulk and design regulations of the West Windsor Township Ordinance in effect at the time of creation of this covenant, which uses on the property may include: (a) Public and non-profit parks, playgrounds, athletic fields, recreation and community buildings, swimming pools and other activities of a recreational character; or (b) Private, semi-public or public golf and country club, provided that such facilities are located on a lot(s) a minimum of 100 acres in size which is deed-restricted to recreational use in perpetuity; or (c) Accessory uses and accessory buildings incidental to the use permitted by (b) above including:

1. Dining, bar, lounge and banquet facilities with related kitchen and storage areas;

2. Pro shop, fitness center, locker rooms, golf cart and bag storage areas;
3. Meeting room(s), management offices;
4. Tennis and paddle tennis courts;
5. Swimming pool and cabana with locker rooms;
6. Maintenance building; and
7. Parking.

This restriction shall not prohibit the Grantee, its successors and assigns, from performing upgrades, enlargements, enhancements and other improvements to the existing recreational facilities on the property permitted by the R-2 Zone District in effect at the time of creation of this covenant. This covenant is for the benefit of the Township of West Windsor in order to preserve open space or recreational uses within the R-2 Zone District. This covenant shall run with the land and be binding on Grantee, its heirs, successors and assigns and shall inure to the benefit of the Township of West Windsor, its heirs, successors and assigns.

An executed deed from WINDSOR GOLF as Grantor to itself as Grantee containing the aforementioned covenant shall be delivered by WINDSOR GOLF to the Township Attorney promptly following the approval of this Agreement by the PLANNING BOARD to be held in escrow with the Township Attorney. The Township Attorney shall hold the escrowed deed until he receives written notification by certified mail from legal counsel of WINDSOR GOLF and GARDEN STATE to release said deed.

The Township Attorney shall promptly release said deed and record same in the Office of the Clerk of Mercer County only after receiving written notification from WINDSOR GOLF and GARDEN STATE stating that both of the following events have occurred:

- i. All actions of the PLANNING BOARD and Township Committee required by this Agreement have been

fully completed and the applicable 45-day appeal periods from these actions have lapsed with no appeals being filed, or in the case of an appeal, the final disposition of which is satisfactory to WINDSOR GOLF and GARDEN STATE; and

- ii. An Entry of the Consent Order annexed as Exhibit D hereto and the 45-day appeal period from such Order has lapsed with no appeal being filed, or in the case of an appeal, the final disposition of which is satisfactory to WINDSOR GOLF and GARDEN STATE.

Upon release of the deed for recording, the Township Attorney shall be satisfied said instrument contains the then fee owner of the Golf Course Property as Grantor and is otherwise proper and sufficient to impose the restrictive covenant as contemplated herein on the Golf Course Property. The recording date of the deed shall commence the period of vesting for the preservation development credits established pursuant to Subparagraph A(4) above.

The Township Attorney shall promptly release said deed and return it to legal counsel for WINDSOR GOLF, without recording same, upon receiving written notification from WINDSOR GOLF and GARDEN STATE of the following:

- i. The Agreement has been terminated by WINDSOR GOLF or GARDEN STATE pursuant to the provisions herein; or
- ii. An appeal has been filed within the applicable 45-day appeal period challenging an action of the PLANNING BOARD, the Township Committee or entry of the Consent Order by the Court as provided for herein, and the final disposition of any said appeals is unsatisfactory to WINDSOR GOLF and GARDEN STATE.

WINDSOR GOLF reserves the right to substitute the deed held in escrow with a new deed containing the name of a different

title holder in the event title to the Golf Course Property is conveyed by WINDSOR GOLF to a third party during the period the deed is placed in escrow and when same is scheduled for release. The substituted deed shall contain the exact same use restriction language as set forth herein and approved by the Township Committee.

(6). WINDSOR GOLF shall submit a deed of dedication to the Township, in a form acceptable to the Township Attorney, for 5 feet of right-of-way dedication along the Golf Course Property's frontage with Southfield Road in accordance with the present Circulation Element of the Master Plan. The executed deed shall be delivered to the Township Attorney promptly following the approval of this Agreement by the PLANNING BOARD to be held in escrow by the Township Attorney. The release of the deed of dedication by the Township Attorney shall be made together with the release of the deed of restriction and shall be governed under the same terms and conditions for release as specified in Subparagraph A(5) hereof.

(7). The ordinance amendments to the RPDC Ordinance and R-2 Ordinance recommended by the PLANNING BOARD pursuant to Subparagraphs A(1) and A(2) above, shall receive final adoption according to law by the Township Committee no later than February 25, 1991. Notice of the adoption shall be properly published in the official newspaper of the Township and a copy of the ordinances shall be filed with the Mercer County Planning Board pursuant to applicable law.

(8). A resolution shall be adopted by the Township Committee no later than February 25, 1991 setting forth its approval of the deed imposing use restrictions on the Golf Course Property as provided for in Subparagraph A(5) above, and, subject to any revisions of the Township Committee to the deed, stating Township Committee's acceptance of said deed upon the release of same from escrow pursuant to the terms of Subparagraph A(5) hereof.

(9). The terms and conditions of this Settlement Agreement shall have been considered, and, subject to any revisions found acceptable to WINDSOR GOLF and GARDEN STATE, approved by the PLANNING BOARD at a public hearing, notice of which was given pursuant to the applicable provisions of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., in conjunction with the PLANNING BOARD's consideration of the conceptual site plan for the Golf Course Property and recommendation of the amendments to the RPDC Ordinance and R-2 Ordinance as required herein.

B. The actions of the PLANNING BOARD required under Subparagraphs A(1), A(2), A(3), A(4) and A(9) shall have been accomplished together at the same public meeting of the PLANNING BOARD, which meeting shall have taken place no later than February 6, 1991; except the action of the PLANNING BOARD under Subparagraph A(4) may be deferred in the discretion of the PLANNING BOARD to a subsequent public meeting, but no later than February 27, 1991. If the PLANNING BOARD fails to comply with the foregoing time periods and WINDSOR GOLF and GARDEN STATE

elect not to waive same, WINDSOR GOLF and GARDEN STATE may terminate this Agreement.

C. WINDSOR GOLF and GARDEN STATE have the sole option to terminate this Agreement and be entitled to a return of the escrowed deeds delivered under Paragraphs A(5) and A(6) herein, upon notice to the Township Attorney that either of the following has occurred: 1) WINDSOR GOLF has not received an executed contract from a third party to purchase the Golf Course Property on or before February 6, 1991; or 2) the contract purchaser of the Golf Course Property fails to close title, at no fault of WINDSOR GOLF, on or before the date for release of the deeds from escrow for recording.

D. Either party shall have the right to terminate this Agreement, if the final disposition of an appeal, filed within 45 days from any of the municipal actions completed hereunder, materially alters the amount, nature or use of the preservation development credits established herein, or substantially invalidates the deed restriction to be imposed on the Golf Course Property.

E. The parties understand that the goal of a development application which includes the preservation development credits established herein will be to respect the zoning, subdivision and site plan controls governing development in the ROM-1 and ROM-2 Zones (as modified by the RPDC Ordinance attached as Exhibit A hereto). However, the PLANNING BOARD acknowledges that the intent of the RPDC Ordinance is to establish a scheme whereby the preservation development credits can be readily utilized on a

receiving zone tract in the interest of preserving the Golf Course Property, and that in connection with any application for a receiving zone tract, because the impact of the zoning controls cannot now be ascertained, it may be necessary for an applicant to seek variance relief from bulk regulations of the ROM-1 and ROM-2 Zone Ordinances to implement such scheme.

F. Any provision of this Agreement, including the time periods for action contained herein, may be waived in whole or in part at the absolute discretion of WINDSOR GOLF and GARDEN STATE.

G. This Agreement is predicated on the Court granting an adjournment at GARDEN STATE's option of the scheduled trial in the pending litigation to a date after the completion of all provisions of the Agreement. The PLANNING BOARD agrees to join in any such adjournment request.

H. Upon the completion of all actions contemplated hereunder, but prior to the release of the escrowed deeds for recording, and the expiration of the 45-day appeal periods for such actions with the absence of an appeal, or if an appeal is filed the disposition of which is satisfactory to the WINDSOR GOLF and GARDEN STATE, the parties shall submit to the Court the Consent Order annexed hereto as Exhibit D and jointly seek its entry.

G. This Agreement shall be binding on the parties hereto, their successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and date first written above.

ATTESTED:

PLANNING BOARD OF THE TOWNSHIP
OF WEST WINDSOR

Eleanor Clausen, Secretary

BY: _____
WILLIAM A. NEFF, JR.
Chairman

WINDSOR GOLF ASSOCIATES, L.P.

BY: GARDEN STATE HOLDING
COMPANY, General Partner

Philip R. Evans
Assistant Secretary

BY: _____
JOSEPH MILLSTEIN, President

GARDEN STATE HOLDING COMPANY

Philip R. Evans
Assistant Secretary

BY: _____
JOSEPH MILLSTEIN, President

Chapter XII, Zoning. Article VIII, General Provisions and Supplemental Regulations Governing Certain Uses. Section 22-8.17, Recreation Preservation Development Credits is amended to read as follows:

NOTE: additions to the current ordinance are indicated by underline thus; deletions are indicated by bracket, [thus]

22-8.17 Recreation Preservation Development Credits:

22-8.17.1 General. In order to preserve existing recreational open space lands within an R-2 district, one or more owners of certain lands located within an ROM-1 or ROM-2 district may be permitted to increase the permitted floor area of development on that tract(s) in exchange for maintaining in perpetuity separate and properly subdivided lot(s) for continued open space or recreational use.

22-8.17.2 Standards.

- A. The minimum lot size for the land to be preserved shall be one hundred (100) contiguous acres in a properly subdivided lot(s).
- B. The tract to be preserved shall be designated on the township's Community Facilities Master Plan as existing "Semi-Public - Recreation/Open Space."
- C. The extent of preservation development credits to be received from such preserved lands shall be determined by the Planning Board and be based on a hypothetical subdivision layout conforming to all zoning and subdivision criteria. Sufficient information shall be provided for a determination by the [Board of Health and] Planning Board [that all] as to the number of proposed lots which would be buildable if developed as shown. Based on the number of [buildable] hypothetical building lots, the maximum residential building square footage that is permitted on such lots by the zone district in which the preservation tract is located can be established. The amount of the preservation development credits shall be determined by the Board such that the market value of the credits to be utilized within the receiving areas set forth in Section 22.8.17.2F shall be approximately equal to the value of the development rights which are to be removed from lands to be preserved within the R-2 district. The Board shall make appropriate findings and conclusions in determining the appropriate equality of values as referred to above.
- D. [The maximum FAR increase within a receiving planned development shall not exceed by twenty (20%) percent the maximum permitted FAR for the ROM-1 district, notwithstanding

the extent of preservation development credit established under Section 22-8.17.2(c) herein.]. The preservation development credits once established pursuant to Section 22-8.17.2E herein are valid and may be utilized within the receiving areas set forth in Section 22-8.17.2F for a period of eighteen (18) years following the date of recording of a deed imposing a restriction on the use of the land within the R-2 Zone to open space or recreational uses in perpetuity. If the preservation development credits are incorporated as part of an approval of a development application for a receiving tract during the eighteen (18) year period, the right to utilize such incorporated credits shall be for the duration that such approval remains valid. Banking and subsequent transfer of excess preservation development credits from one property in the ROM-1 and ROM-2 zoning district to another shall not be permitted.

- E. The utilization of the preservation development credits shall be authorized upon the [filing] recording by the owner of a deed restriction, in a form acceptable to the [Planning Board] Township attorney, and running with the land from which the preservation development credits are proposed to be transferred and restricting such land to open space or recreational uses permitted in the R-2 zone district in perpetuity, and limited by applicable bulk and area regulations. Such restrictions shall also be made part of the final subdivision or site plan application of [the] a development which proposes to utilize such credits and shall be filed with the appropriate agencies as a condition to such development application approval. In addition, right-of-way dedication in accordance with the Circulation Element of the Township's Master Plan shall be required from the parcel to be preserved. [Adequate assurances for the on-going maintenance of the preserved tract shall also be provided].
- F. The receiving tract for the creation preservation development credits shall be permitted to utilize the approved credits provided the tract [is part of a mixed-use planned development in excess of one hundred (100) acres and located within an ROM-1 zoning district] complies with the following:
1. it is located within an ROM-1 zoning district southwest of Washington Road (Route 571) or an ROM-2 zoning district as such areas are delineated on the Zoning Map of West Windsor Township dated January, 1990 notwithstanding any changes in such district boundaries which may be enacted subsequent to the adoption of this ordinance; except that if any tract within the area bounded by Washington Road to the north, the N.J. Transit railroad to the east, Quakerbridge Road to the south and the Delaware and Raritan Canal to the west is subsequently zoned to ROM-1 or ROM-2 such tract shall be eligible to utilize the approved credits; and

2. It is part of a planned development of a minimum of twenty (20) acres which proposes a general development plan indicating generally how the additional floor area will be utilized.
- G. The additional floor area credit shall conform to all zoning, subdivision, site plan, and other ordinance controls governing development within the ROM-1 and ROM-2 zones, including any traffic management, peak hour traffic reduction and pro-rata off-tract improvement obligations[.], with the following exceptions/conditions:
1. applications for development which include preservation development credits will be subject to the currently effective maximum improvement coverage (MIC) of .50 where required to accommodate the additional floor area credits and in that case subsequent changes in the MIC of these ordinances will not apply;
 2. for developments which are proposed under the provisions of Section 22-6.1.1i or Section 22-6.3.1f (for research-office limited manufacturing park developments) the additional floor area which the credits represent is specifically exempt from the requirements of Section 22-6.1.1i.4.(c) which limit the floor area of the stories above a three-storied building in order that all of the credit floor area may be utilized within stories above the third story of a building or buildings within a planned development.
 3. Notwithstanding the three (3) story height limitation otherwise imposed by Sections 22-6.2.8 and 22-6.4.8, building heights may be up to four(4) stories but not more than fifty-five (55) feet within the areas of the ROM-1 and ROM-2 zoning districts set forth in Section 22-8.17.2 F which are outside a band one thousand eight hundred (1,800) feet in width as measured from the right-of-way line of the State's principal arterial designated as Route One provided that the proposed development utilizes preservation development credits and further provided that the additional floor area which the credits represent is at least equal to the total floor area proposed within the fourth story of the building or buildings in the proposed development; and

Section 2. This Ordinance shall take effect upon its passage and publication according to law and filing with the Mercer County Planning Board.

INTRODUCTION:
PUBLIC HEARING:
ADOPTION:

1/25/91

Proposed R-2 Zoning District Amendments

Chapter XII, Zoning. Article IV. Regulations for Residence Districts. Section 22-4.3, Use Regulations - R-2 Residence District and Section 22-4.4, Bulk and Area Regulations - R-2 District are amended to read as follows:

(New) Section 22-4.3.1 b. Private, semi-public or public golf and country club, provided that such facilities are located on a lot(s) of a minimum of 100 acres in size which is deed-restricted to recreational uses in perpetuity.

(New) Section 22-4.3.1 c. Accessory uses and accessory buildings incidental to the use permitted by Section 22-4.3.1 b include the following:

1. Dining, bar, lounge, and banquet facilities with related kitchen and storage areas;
2. Pro shop, fitness center, locker rooms, golf cart and bag storage areas;
3. Meeting room(s), management offices;
4. Tennis and paddle tennis courts;
5. Swimming pool and cabana with locker rooms;
6. Maintenance building; and
7. Parking, subject to the regulations contained in Article VI of Chapter XXIII.

(New) Section 22-4.4.9. Bulk and Area Regulations for the uses permitted by Sections 22-4.3.1 b and 22-4.3.1 c shall be as set forth in Section 22-4.4 with the exception of the following specific standards:

- | | |
|--|--|
| a. Maximum FAR: | 0.0076 percent |
| b. Maximum Improvement Coverage: | 0.06 percent |
| c. Building Setbacks from Residential Lot Lines: | 100 feet for maintenance buildings and storage buildings; |
| | 200 feet for all other buildings, swimming pool and tennis courts. |

INTRODUCTION:
PUBLIC HEARING:
ADOPTION:

1/25/91

EXHIBIT B

SITE PLAN CRA

JANUARY 16, 1991

- EXHIBIT C -

JAMIESON, MOORE, PESKIN & SPICER
A Professional Corporation
300 Alexander Park
CN 5276
Princeton, New Jersey 08543-5276
(609) 452-0808
Attorneys for Plaintiffs

GARDEN STATE LAND HOLDING
COMPANY,

Plaintiff,

-v-

PLANNING BOARD OF WEST
WINDSOR TOWNSHIP,

Defendant.

: SUPERIOR COURT OF NEW JERSEY
MERCER COUNTY - LAW DIVISION
: DOCKET NO. L-90-4325

: Civil Action

:

CONSENT ORDER
: DISMISSING ACTION ON TERMS

:

This matter having been opened to the Court by Jamieson, Moore, Peskin & Spicer, P.C., attorneys for plaintiffs, and by Miller, Porter & Muller, P.C., attorneys for defendant, and it appearing from the Settlement Agreement annexed hereto that the parties have settled this matter subject to certain conditions; and good cause appearing,

IT IS on this ____ day of _____, 1991;

ORDERED that this action is hereby dismissed with prejudice and without costs in accordance with the Settlement Agreement of the parties attached hereto; and it is

PAUL G. LEVY, P.J.Ch.

EXHIBIT D

We hereby consent to the
form and entry of this Order.

MILLER, PORTER & MULLER, P.C.
Attorneys for Defendant

BY: _____
GERALD J. MULLER

JAMIESON, MOORE, PESKIN & SPICER, P.C.
Attorneys for Plaintiff

BY: _____
ARTHUR MEISEL

West Windsor Township

Post Office Box 38, Princeton Junction, New Jersey 08550 (609) 799-2400



January 14, 1991

MEMORANDUM TO: G. Thomas Reynolds, Esq.
Michael T. Hartsough, Esq.
Gerald J. Muller, Esq.

CONFIDENTIAL

FROM: William A. Neff, Jr.
Planning Board Chairman

SUBJECT: Confidential Memorandum -
Garden State Land v. West Windsor Planning Board

Attached is a copy of the memorandum discussed by the Planning Board at its January 9, 1991 meeting. This is being forwarded to you at this time for your information.

c: File

Garden State Land v. West Windsor Planning Board

Status of Proposed Settlement Issues as of January 9, 1991

Since the Planning Board's review of preliminary settlement issues in the matter of Garden State Land v. West Windsor Planning Board on January 2, 1991, staff level meetings have been held with representatives of GSL by Tom Reynolds, Esquire and myself. Outlined below is a status of these discussions.

1. Preservation of golf course lands from development in perpetuity in the form of a deed instrument to be placed in escrow upon Planning Board adoption of settlement agreement. Escrow to be released upon expiration of appeal period from Township Committee adoption of required ordinance adjustments.
2. Expansion of number of tracts in the Route 1 corridor eligible to receive development credits to include ROM-1 and ROM-2 zones only. Further such tracts are to be eligible for a planned development approval containing in excess of 20 acres. Approximately six user areas identified.
3. User of increased development credits will be subject to existing bulk standards. GSL planner reviewing standards to ensure this requirement does not void the practical use of credits in the future if rezoning were to occur.
4. Determination of hypothetical "buildable lots" to establish amount of development credit transfer to be based on concept lot sketch and appropriate soils and wetland information reviewed by Township Engineer and Planner with final determination by the Planning Board. Issue of Board of Health role in this process to be resolved by the Planning Board.

While GSL states 110 lots are possible, agreeable to fixing yield subject to board's review of 100 lots, which would equate to 424,710 square feet of development credit transfer.

5. In the event of subsequent downzoning of receiving area zone districts, establish floor area transfer credit based on zoning at the time of creation of the credits (essentially at the time of settlement agreement).
6. Review of economic value of credits to be completed by Township Planner with assistance of Township Assessor.
7. Length of vesting period - GSL wants 30 years, board offered 12 years in order to be consistent with GDP approval time frame and master plan review cycles. GSL notes inability to use credits for at least the next 3-5 year period due to SBRSA sewer capacity problems. Effectively GSL loses 1 planning cycle. Eighteen years discussed with proviso that user of such credits loses their utility if development approval lapses -- user credits cannot be sold again.
8. Zoning amendment accessory use and concept plan for golf course - GSL to present phasing program for implementation of improvements Up front initial improvements not practical. Accessory use standards for restaurant and golf course related facilities to be developed to control improvements.
9. Revised settlement schedule:

Jan 9	-	PB to continue review of issues
Jan 16	-	Proposed settlement agreement, concept lot plan to establish yield, concept golf course improvements to be discussed
Feb 6	-	PB holds public hearing on settlement agreement and recommends transfer ordinance re-

finements. Deed restriction placed in escrow
for golf course development

- Feb 11 - TC introduction of ordinance revisions
- Feb 25 - TC final hearing action on ordinance revisions

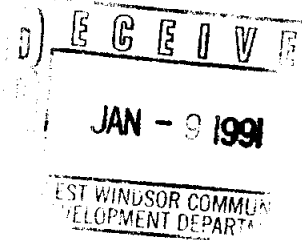
Extension into March restricted by external GSL financial arrangements

HARTSOUGH, KENNY & INNES

ATTORNEYS AT LAW

3490 US HWY #1
PRINCETON, NEW JERSEY 08540-5989
609-987-8500
FAX: 609-987-9709

Michael T. Hartsough*
David J. Kenny*
Paul Innes*
Marvin A. VanHise, Jr.*
* NJ and PA Bars



*FILE
Proposed
Settlement File
Went to Stone
[Signature]*

TO: Township Committee

FROM: Michael T. Hartsough

RE: Cranbury Golf Course

DATE: January 8, 1991

On Friday, December 21, 1990, Tom Reynolds, Esq., Gerald Lenaz and I met with Phil Evans of Garden State Land, their professional planner, Phil Caton, and their attorneys, Tom Jamieson and Tom Letizia. The purpose of the meeting was to attempt a resolution of the existing litigation with the Planning Board and to obtain a mechanism permanently restricting development on the golf course.

Although most of the discussion involved the Planning Board, there are several items which may eventually come before the Township Committee and these are set forth in the enclosed correspondence and draft settlement outline prepared by Mr. Jamieson. The items which will require the Committee's action are summarized as follows:

1. Amendment of the Recreation Preservation Ordinance to permit partial use of the development "credits". The current ordinance anticipated all "credits" to be used in a bulk transaction.
2. Expansion of the "receiving" zones to permit the additional commercial space to be spread over numerous Route 1 corridor zones (i.e. any 20-acre planned development with the requisite buffers from residential zones).
- 3., Amendments to the R-1 and R-2 zones to permit expansion of the golf course's accessory uses. This would eliminate the need for any variances.

Township Committee Memo
Re: Cranbury Golf Course
January 8, 1991
Page Two

There are several exhibits referred to in the attached document which have yet to have been prepared. Also, I would like to point out that the deed restricting development of the golf course would be immediate and not revocable. Lastly, the Planning Board must approve the settlement first subject to the above reviews/adoptions by the Township Committee.

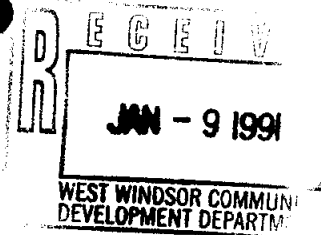
If you have any questions, do not hesitate to contact me.

Encl.

c.c. Barbara Evans, with encl.
Robert Bruschi, with encl.
Sam Surtees, with encl./
G. Thomas Reynolds, Esq., with encl.
Gerald Lenaz

LAW OFFICES
MILLER, PORTER & MULLER
SUITE 440
ONE PALMER SQUARE
PRINCETON, NEW JERSEY 08542

WILLIAM MILLER (1913-1977)
ALLEN D. PORTER
GERALD J. MULLER



TELEPHONE
(609) 921-6077
FAX # (609) 497-1439

January 7, 1991

Arthur Meisel, Esq.
Jamieson, Moore, Peskin & Spicer
300 Alexander Park
Princeton, New Jersey 08543-5276

Re: Garden State Land Company v. West Windsor
Township Planning Board

Dear Arthur:

As we discussed, I was advised by Judge Levy's chambers on January 4, 1991 that he had agreed to adjourn the trial in the above-referenced matter for approximately six weeks from January 14, 1991. We will each receive a new run on this. He would not, however, set a status conference rather than a new trial date, which I suggested, and indicated that we should be prepared to try the case if we have not settled it. Obviously, from your end you should push for the negotiations to move along, and, by copy of this letter, I am asking Tom Reynolds to do the same.

Sincerely,

Gerald J. Muller

GJM:lw
enc.

cc: G. Thomas Reynolds, Esq.
Mr. William A. Neff, Jr.

West Windsor Township - Cranbury Golf Course
Outline of Proposed Settlement Agreement

I. Preamble

The objective of this Agreement is to settle litigation arising out of the potential development of the Cranbury Golf Course by Garden State Land Company (GSL). Essentially, the parties intend through the settlement to: 1) dismiss the pending lawsuit between GSL and the West Windsor Planning Board (Planning Board); 2) permanently restrict the lands known as the Cranbury Golf Course to open space or existing recreational uses; 3) grant GSL or its successor in title preservation development credits in the amount of 400,000 square feet to be privately sold by GSL to a tract or tracts designated within a receiving district eligible to use such credits, all consistent with Township ordinances; 4) adoption of certain amendments to the recreation preservation development credits (RPDC) ordinance to allow implementation of the settlement and adoption of amendments to the R-1 and R-2 zoning ordinance to specify certain permitted accessory uses for golf courses; and 5) the approval by the Planning Board of a conceptual site plan for renovations and upgrades to the golf course facilities. The foregoing actions also require the cooperation of the West Windsor Township Committee (Township Committee) and are contemplated to be accomplished within a relatively short time frame.

II. Agreement Contents

A. The lawsuit referred to as Garden State Land Holding Company v. Planning Board of the Township of West Windsor, Docket No. L-90-4325 P.W. will be dismissed with prejudice by filing of a stipulation of dismissal with the Superior Court upon the occurrence of the following and the expiration of the time to appeal, with no appeal being filed (or if appeal is filed, upon the final disposition of appeal favorable to GSL and the Township):

1. Approval of Settlement Agreement by the Planning Board after a public hearing in accordance with Whispering Woods v. Middletown Township, 220 N.J. Super. 161 (Law Div. 1987).

2. A recommendation from the Planning Board to the Township Committee for the adoption of amendments to Ordinance Section 22-8.17 "Recreation Preservation Development Credits" in the form attached to the Agreement as Exhibit A. The amendments will entail clarification of

the extent of development credits to be received from preserving the golf course and when they become "vested"; expansion of the receiving district to include all lands zoned ROM-1 and ROM-2 in the U.S. Route 1 corridor and eligible for a planned development approval (i.e., in excess of 20 acres); addressing the issue of preventing diminishment in value of vested development credits through a decrease in the "base" floor area ratio (FAR) on lands in the receiving district; and clarification of the procedures and required documents to create and utilize the credits.

3. A recommendation from the Planning Board to the Township Committee for the adoption of zoning ordinance amendments to Ordinance Section 22-4.1 "Use Regulations -- R-1 Residence District" which will specify permitted accessory uses for golf courses in the R-1 and R-2 Zone Districts, in the form attached to the Agreement as Exhibit B.

4. Approval by the Planning Board of a conceptual site plan for the golf course, which approval is subject to a subsequent complete site plan application. The conceptual site plan will be consistent with the zoning ordinance amendments adopted pursuant to subparagraph (3) above. A copy of the conceptual plan will be attached as Exhibit C to the Agreement.

5. Adoption by the Planning Board of a Resolution, in a form attached as Exhibit D, establishing that the golf course property would yield 110 buildable lots which entitles GSL to a development credit of 400,000 square feet to be used on one or more receiving tracts, all in accordance with the provisions of the current RPDC ordinance and any amendments thereto. The Resolution shall provide that the development credits (or FAR increases) may be allowed for a period of 30 years on any tract or tracts designated as a receiving area under the RPDC ordinance in effect as of the date Township accepts the deed restriction on the golf course lands. The Resolution shall also contain Planning Board approval of the form of deed restricting the golf course property to open space or existing recreational uses.

6. Execution by GSL or the title holder of the approved deed of restriction on the golf course lands dedicating same for open space or existing recreational uses in compliance with the RPDC ordinance, to be held in escrow by the Township Attorney until such time as all the provisions of this Agreement are met or waived and the applicable appeal periods have lapsed.

7. Final adoption by Township Committee of amended PDC ordinance in the form attached as Exhibit A.

8. Final adoption by Township Committee of R-1 and R-2 zoning ordinance amendments in the form attached as Exhibit B.

9. Adoption by the Township Committee of a Resolution setting forth its acceptance of the deed of restriction upon the release of the same from escrow.

B. Actions of the Planning Board required under subparagraphs A (1) through A (5) above shall be accomplished at the same meeting of the Board, which shall take place no later than January 30, 1991, except actions of the Planning Board under subparagraph A(4) and A(5) may be deferred to a subsequent hearing date, but no later than February 13, 1991. Actions of the Township Committee required under subparagraphs A(7), A(8) and A(9) above shall be accomplished at the same meeting of the Committee, which shall take place no later than February 11, 1991. The action of GSL under subparagraph A(6) above shall be accomplished no later than February 1, 1991.

C. GSL may in its absolute discretion waive any provision of this Agreement in whole or in part.

D. The Agreement is binding on the parties, their successors and assigns.

West Windsor Planning Board

By: _____

Title: _____

Garden State Holding Company

By: _____

Title: _____

GSL - West Windsor Planning BoardSettlement Timetable

<u>Action</u>	<u>Date</u>
1. Draft of Settlement Agreement completed by counsel and consultants for GSL and Township.	1/8/91
2. Approval of Agreement and all attachments by GSL and negotiating committees of Planning Board and Township Committee.	1/11/91
3. Notice by regular mail of Planning Board Workshop on Settlement Agreement.	1/12/91
4. Workshop Session by Planning Board on Settlement Agreement.	1/16/91
5. Notice of Public Hearing on Settlement Agreement served and published.	1/18/91
6. Introduction of RPDC and Golf Course Accessory Use Ordinances by Township Committee and Referral to Planning Board for Recommendation.	1/28/91
7. Public Hearing of Planning Board on: a. Settlement Agreement. b. Recommendations on Ordinance Referrals. c. Concept Site Plan (may defer). d. Development Credits Determination (may defer).	1/30/91
8. Delivery of Executed Deed of Restriction by GSL to Township Attorney to be held in escrow.	2/1/91

9. Adoption of Ordinances by Township Committee. Adoption of Resolution to Accept Deed of Dedication when released from escrow. 2/11/91
10. Filing of adopted Ordinances with Mercer County; publication. 2/13/91
11. Meeting of Planning Board to approve Concept Site Plan and Make Determination of Development Credits, if previously deferred [see Par. 7(c) and (d)]. 2/13/91
12. 45-day appeal period from filing of Ordinances and publication of adoption. 3/30/91
13. Release of Deed of Restriction from Escrow and Recording by Township. 4/1/91

file

JAMIESON ♦ MOORE ♦ PESKIN & SPICER

A PROFESSIONAL CORPORATION ♦ COUNSELLORS AT LAW

January 2, 1991

HAND-DELIVERED

NOLA R. BENCZE
JAMES J. BRITT, JR.
DENNIS R. CASALE
THOMAS C. JAMIESON, JR.
ANN F. KIERNAN
KEVIN L. LILLY
THOMAS G. McMAHON
ARTHUR MEISEL
HERBERT FRANKLIN MOORE
KEVIN J. MOORE
TIMOTHY J. O'NEILL
DEBORAH T. PORITZ
JAY SAMUELS
DOUGLAS G. SANBORN
NEAL L. SCHONHAUT
MICHAEL F. SPICER
THOMAS P. WEIDNER

Michael T. Hartsough, Esq.
HARTSOUGH, KENNY & INNES
3490 U.S. Route 1
Princeton, NJ 08540

Thomas G. Reynolds, Jr., Esq.
34 Pin Oak Road
Skillman, NJ 08558

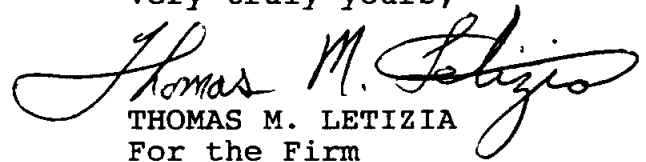
RE: Cranbury Golf Course
Garden State Land v. West Windsor Planning Board

Gentlemen:

Enclosed please find copies of a Settlement Outline and Settlement Timetable in connection with the above-referenced matter. The documents incorporate the settlement discussions between the parties which took place on December 21, 1990. We would appreciate it if you would share the material with members of the Township Committee and Planning Board and provide us with their reactions as soon as possible. As we expressed to you, it is critical to Garden State that the various steps toward settlement occur within the next 45 days.

If you have any questions, do not hesitate to contact Tom Jamieson or myself.

Very truly yours,


THOMAS M. LETIZIA
For the Firm

300 ALEXANDER PARK
CN 5276
PRINCETON, NJ 08543-5276

609-452-0808

FAX: 609-452-1147

609-452-0943

609-951-0096

TRENTON OFFICE
609-396-5511

TML:lpp
enc.

cc: Gerald Lenaz, Township Planner, (w/enc.)
Philip R. Evans, Garden State Land, (w/enc.)
Thomas C. Jamieson, Jr., Esq., (w/enc.)