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April 20, 2021

David M. Roskos, Esq.
Eckert Seamans Cherin & Mellott, LLC
Princeton Pike Corporate Center
2000 Lenox Drive, Suite 203
Lawrenceville, New Jersey 08648

**Re: In the Matter of the Township of Lawrence, Mercer County,
Docket No. MER-L-1538-15**

Dear Mr. Roskos:

This letter memorializes the terms of a First Amendment to the April 28, 2017 Settlement Agreement ("Settlement Agreement") reached between the Township of Lawrence (the "Township" or "Lawrence"), the declaratory judgment plaintiff, and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV), and a defendant-intervenor in this matter.

This First Amendment, when approved by the court following a duly-noticed fairness hearing, shall supersede the April 28, 2017 Settlement Agreement, previously approved by the Court following a fairness hearing, as to the terms specifically amended by this First Amendment.

All terms of the Settlement Agreement not specifically amended by this First Amendment shall remain in full force and effect as previously approved by the Court.

First Amendment Terms

The Township and FSHC hereby agree to the following terms:

1. As a result of setbacks and restrictions on the Brandywine site (Block 5101, Lot 18), as well as its proximity to a waterway under the jurisdiction of the Delaware and Raritan Canal Commission and the State and Nationally Registered Breatly House, the scale of development at the site will be decreased to 189 total dwelling units, of which no fewer than forty-two (42) shall be affordable non-age-restricted family rental housing units for very low-, low-, and moderate-income households. This is an affordable housing set-aside of at least twenty-two percent (22%).
 - a. Of the 42 affordable units on the Brandywine site, there shall be six (6) very-low-income units: two (2) very-low-income three-bedroom units, three (3) very-low-income two-bedroom units, and one (1) very-low-income one-bedroom unit. Very-low-income shall be defined as households earning thirty percent (30%) or less of area median income, per the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA").
2. In order to meet the 18-unit affordable family rental shortfall that results from the decreased number of units to be developed on the Brandywine site, the Township shall enter into a developer's agreement and rezone a site on Spruce Street (Block 701, Lot 39)

to permit an inclusionary development of approximately 120 units, of which no fewer than twenty-two (22) shall be affordable non-age-restricted family rental housing units. Under no circumstances may the affordable housing set aside for this inclusionary, family-rental development be less than fifteen percent (15%) of all residential units developed.

- a. Of the 22 affordable units on Spruce Street, there shall be three (3) very-low-income units: a very-low-income three-bedroom unit, a very-low-income two-bedroom unit, and a very-low-income one-bedroom unit. Very-low-income shall be defined as households earning thirty percent (30%) or less of area median income, per the FHA.
3. In both the Brandywine and Spruce Street inclusionary developments:
- a. All of the affordable units shall be non-age-restricted family rental units and shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning thirty percent (30%) or less of the median income.
 - b. All of the affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the Township, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years. If the Township acts to release the unit from such controls, the affordability controls shall remain in effect until the date on which a rental unit shall become vacant due the voluntary departure of the occupant household.
 - c. The affordable units shall be integrated with the market-rate units to the extent possible, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market units.* The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.
 - d. Construction of the affordable units shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
 - e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include the community and regional organizations identified in the April 28, 2017 Settlement Agreement between Lawrence and Fair Share Housing Center, and it shall also include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.

*The parties have agreed that, for the purposes of settlement and under the specific facts here, in the Brandywine inclusionary development, because the affordable units are multifamily rentals and the market-rate units are for-sale townhomes, the affordable units may be in separate building(s) to allow for overall feasibility..

4. Lawrence acknowledges and agrees that the Brandywine and Spruce Street site are available, suitable, developable, and approvable for the construction of affordable housing, including the number of units contemplated by this First Amendment.
5. Lawrence commits to support the Brandywine and Spruce Street inclusionary developments, and commits to work cooperatively and expeditiously with the developers to ensure all necessary land use approvals and to issue all construction and building permits.
6. Lawrence and Fair Share Housing Center acknowledge and agree that, as of the effective date of this First Amendment, the proposed 100% affordable development from the RPM Development Group on a 4.1-acre parcel at the Lawrence Shopping Center (Block 2001; Lots 3, 60-66, and 68) is subject to a pending site plan application before the Lawrence Zoning Board of Adjustment. In light of unresolved issues, this First Amendment does not apply to the RPM project nor does it eliminate any of RPM's existing rights, if any. It also does not require the parties to this First Amendment to take any particular position with regards to affordable development on this site. The agreement between Lawrence and Fair Share Housing Center may need to be further amended to address a resolution of the RPM site.
7. Once the RPM site is resolved, FSHC and Lawrence will submit via consent order, or as part of a further amendment to this settlement, an updated table entitled "Satisfaction of the Third Round RDP," summarizing the Township's Amended Third Round Plan. The updated table shall supersede Exhibit A, pages 1-2, to the April 28, 2017 Settlement Agreement captioned "Lawrence Township Third Round Fair Share Summary April 18, 2017" and "Lawrence Township Composite Fair Share Plans 1-3."
8. This First Amendment must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986), and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996). The Township shall present its planner as a witness at the hearing. FSHC agrees to support this First Amendment at the fairness hearing. The hearing may be a combined fairness and compliance hearing as to the Brandywine and Spruce Street sites, or a supplemental hearing may be necessary to assess the compliance of the two sites referenced herein if it is not possible to have a combined hearing.
9. If an appeal is filed of the Court's approval or rejection of this First Amendment, the parties agree to defend the First Amendment on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this First Amendment if it is approved before the Law Division unless and until an appeal of the Law Division's approval is successful, at which point the parties reserve their right to rescind any action taken in anticipation of the Law Division's approval. All parties shall have an obligation to fulfill the intent and purpose of this First Amendment.
10. Unless otherwise specified, it is intended that the provisions of this First Amendment are to be severable. The validity of any article, section, clause or provision of this First Amendment shall not affect the validity of the remaining articles, sections, clauses or provisions hereof or the Settlement Agreement.

11. This First Amendment may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Mercer County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees and costs.
12. The Township and FSHC acknowledge that each has entered into this First Amendment on its own volition without coercion or duress after consulting with its counsel, that each person to sign this First Amendment is the proper person and possesses the authority to sign the First Amendment, that this First Amendment and the FSHC Settlement Agreement contains the entire understanding of the Township and FSHC and that there are no representations, warranties, covenants or undertakings other than those expressly set forth in writing therein.
13. The Township and FSHC acknowledge that this First Amendment was not drafted by the Township and FSHC, but was drafted, negotiated and reviewed by representatives of the Township and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The Township and FSHC expressly represent that: (a) it has been represented by counsel in connection with negotiating the terms of this First Amendment; and (b) it has conferred due authority for execution of this First Amendment upon the persons executing it.
14. This First Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same First Amendment.
15. All other terms and conditions of the April 28, 2017 Settlement Agreement not specifically amended by this First Amendment shall remain in full force and effect and shall be incorporated as if fully set forth at length herein. Notwithstanding the same, nothing herein shall be construed as impacting, altering, or affecting Paragraph 12 of the 2017 Settlement Agreement, which remains in full force and effect.
16. The First Amendment and the Settlement Agreement constitute the entire agreement between the Township and FSHC hereto and supersedes all prior oral and written agreements between the Township and FSHC with respect to the subject matter hereof except as otherwise provided herein.
17. The effective date of this First Amendment shall be the date upon which Fair Share Housing Center and Lawrence have executed and delivered this First Amendment.

TO FSHC:

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

TO THE TOWNSHIP:

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Phone: (609) 989-5018
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Email: droskos@eckertseamans.com

**WITH A COPY TO THE
MUNICIPAL CLERK:**

Kathleen S. Norcia, Clerk
2207 Route 206
Lawrenceville, NJ 08648
Phone: (609) 844-7000
Telecopier: (609) 844-0984
Email: clerk@lawrencetwp.com

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

Sincerely,




Adam M. Gordon, Esq.
Executive Director of Fair Share Housing Center

Witness: Bassam Gergi


Dated: May 5, 2021

**On behalf of the Township of Lawrence, with the authorization
of the governing body:**

Witness/ Attest:


Kathleen S. Norcia, Municipal Clerk

TOWNSHIP OF LAWRENCE


James Kownacki, Mayor

Dated: 4-20-21