

EXECUTION VERSION

SETTLEMENT OF LITIGATION AGREEMENT

This Settlement of Litigation Agreement (the "Agreement") is entered into this 13 day of October, 2020, by and between **METROPOLITAN HOME DEVELOPMENT AT WERIMUS, LLC**, a limited liability company of the State of New Jersey with a business address of 50 Tice Boulevard, Suite 320, Woodcliff Lake, New Jersey 07677 (the "**Developer**") and the **BOROUGH OF PARK RIDGE**, County of Bergen, State of New Jersey, a municipal corporation of the State of New Jersey with a business address of 53 Park Avenue, Park Ridge, New Jersey 07656 (the "**Borough**, together with Developer, the "**Parties**").

WITNESSETH:

WHEREAS, Developer is the owner of approximately 3.2557 acres of real property located in the Borough on North 5th Street, specifically designated as Block 608, Lot 15 on the Borough's official Tax Map (the "**Property**"); and

WHEREAS, in compliance with the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about June 29, 2015, the Borough filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Park Ridge, Docket No. BER-L-6030-15, seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan (as defined herein), in addition to related relief (the "**Compliance Action**"); and

WHEREAS, the Compliance Action seeks, *inter alia*, declaratory relief approving the Borough's Housing Element and Fair Share Plan ("Plan") and immunity from builder's remedy lawsuits; and

WHEREAS, Developer intervened as a defendant in the Compliance Action, in which

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Developer asserted or could assert objections to the Borough's Plan; and

WHEREAS, the Parties, subject to the terms hereof, have agreed that the Property may be permitted to be developed as a "Residential Development" by the construction of a subdivision of three (3) single family detached market rate units on the Property and one (1) open space lot, which open space lot shall be purchased by the Borough; and

WHEREAS, in order to amicably resolve all issues between Developer and the Borough in the Compliance Action on the basis of: (a) the Borough's adoption of an ordinance rezoning the Property for the provision of three (3) detached single family market rate units consistent with the permitted uses and bulk standards as set forth in a proposed amendment to the Zoning Ordinance of the Borough in the form attached hereto and made a part hereof as **EXHIBIT A** (the "**Zoning Amendment**"); and (b) the Board's processing and adjudication of Developer's application for subdivision approval on the Property in a manner consistent with this Agreement; and

WHEREAS, the Parties intend to memorialize the settlement by the execution of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, TERMS AND CONDITIONS SET FORTH HEREIN, INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

1. **RECITALS.** The WHEREAS recital paragraphs hereinabove set forth are incorporated herein by reference.

2. **PURPOSE.** The Purpose of this Agreement is to amicably resolve any and all issues between Developer and the Borough in connection with the Compliance Action consistent with the terms hereof which, in part, are intended to ensure that: (a) three (3) market rate single-

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family detached residential units are constructed on the Property; (b) one (1) open space lot is created on the Property, which open space lot shall be purchased by the Borough and forever maintained by the Borough as open space for conservation purposes; and (c) Developer makes a payment (defined, *infra*) into the Borough's Affordable Housing Trust Fund ("**Fund**").

3. **DEFINITIONS.** Unless the context plainly requires a different meaning, the following terms have the following meanings for purposes of this Agreement.

3.1. "**Agreement**" means this agreement.

3.2. "**Developer**" means Metropolitan Home Development at Werimus, LLC or its successors or assigns.

3.3. "**Property**" means Block 608, Lot 15 on the Borough's official tax map, consisting of approximately 3.2557 acres located on North 5th Street in Park Ridge.

3.4. "**Nonappealable**" means that the period for appeal has expired without any appeal having been filed by any party or that an appeal has been filed and all trial and appellate proceedings have concluded affirming the municipal actions that were the subject of the appeal.

3.5. "**Party**" and "**Parties**" means one or more of the Borough of Park Ridge and/or the Developer, as the context may require.

3.6. "**Ordinance**" means a duly adopted ordinance of the Borough to rezone the Property so as to permit the development contemplated by this Agreement in the form attached as **Exhibit A**.

4. **COURT APPROVAL AND MOUNT LAUREL FAIRNESS HEARING**

4.1. An essential and non-severable provision of this Agreement is the approval of this Agreement by the Court. The Parties will cooperate, and make a joint request, that the Court deem its order a final order subject to immediate appeal. In the event the Court does not deem its order a final

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order, the terms of this Agreement will be deemed effective upon entry of the Court's order approving this Agreement.

4.2. Within seven (7) days after execution of this Agreement, and subject to the availability of the Court, The Honorable Gregg A. Padovano, J.S.C., Bergen County or such other Judge of the Superior Court designated by the Assignment Judge to hear this matter, the Parties shall make application (to approve this Settlement and to determine solely the fairness of this Agreement) to the Court for the scheduling, as soon as possible and, in no event, later than forty five (45) days from the provision of notice of a Fairness Hearing on solely the fairness of this Agreement to take place for Court approval of this Agreement and the fairness thereof.

4.3. Following the scheduling of a Fairness Hearing date on solely the Fairness of this Agreement, the Borough shall promptly comply with and be responsible for all notice requirements as may be directed by the Court. Developer shall have the right to approve the form of notice. Said notice shall be published within seven (7) days of the Court scheduling the Hearing.

4.4. Upon Court approval of this Agreement, the Parties shall request that the Court retain jurisdiction to address any issues or problems, whether real or perceived, in connection with review of development plans or development approval proceedings, if said issues or problems cannot be first resolved by the Court-appointed Special Master.

4.5. The Parties hereto agree to cooperate and participate in the defense of any challenge to, or appeal of, the contemplated Court approval of this Agreement or any related implementing action.

4.6. Each Party shall be responsible for its own costs and expenses associated with seeking Court approval for and implementing this Agreement, including any litigation costs.

4.7. The Parties shall jointly support entry of an order approving this Agreement in partial settlement of the pending litigation. If the Court declines to approve this Agreement, the Parties shall attempt, with the assistance of the court-appointed special master to modify this Agreement. If they are unable to do so within 20 days, either the Developer or the Borough may, by written notice to all other Parties terminate this Agreement.

5. **OBLIGATIONS OF BOROUGH**

5.1. **Obligation to Cooperate.** The Borough acknowledges that in order to construct the proposed development on the Property, the Developer will be required to obtain all necessary agreements, approvals and permits from all relevant public entities and utilities; such as, by way of example only, the Borough, the Borough of Park Ridge Planning Board (the "**Planning Board**"), the County of Bergen, the Bergen County Planning Board, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, the Soil Conservation District and the like, including all ordinance requirements as to site plan and subdivision (the "**Required Approvals**"). The Borough agrees to cooperate with Developer in its undertakings to obtain the Required Approvals.

5.2. **Concept Plan.** The Parties have reviewed a conceptual plan for the Development of the Property, which plan is entitled "Subdivision Layout Sketch" prepared by David A. Hals, dated March 7, 2018, and which plan is attached hereto and made a part hereof as **Exhibit B (the "Concept Plan")**. The Parties find the design of the three (3)-lot subdivision development proposed for the Property as represented on the Concept Plan, as a general concept, to be feasible and acceptable as well as consistent with the Ordinance (**Exhibit A**).

5.3. Within twenty-one (21) days following the date of this Agreement, the Planning Board shall conduct a public hearing and vote on the adoption of a Master Plan Amendment consistent with the procedures prescribed by the Municipal Land Use Law ("**MLUL**") which is consistent with the

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Ordinance to permit the Development of the Property as permitted by the Ordinance. The Master Plan Amendment shall be substantially consistent with, and written, to further the implementation of the Ordinance attached hereto as **Exhibit A** and with the Concept Plan attached hereto as **Exhibit B**.

5.4. Within twenty-one (21) days following the Planning Board's consideration of a Master Plan Amendment, the Mayor and Council shall introduce the Ordinance in the form attached hereto as **Exhibit A**. The Borough shall immediately, thereafter, refer the Ordinance to the Planning Board for review. The Planning Board shall complete its review pursuant to the MLUL and report its recommendation to the Mayor and Council.

5.5. Within fourteen (14) days after the earlier of receipt of the Planning Board's action of the referral of the Ordinance or the expiration of the Planning Board's time to act, the Borough shall conduct a public hearing at the next regular scheduled public meeting of the Mayor and Council in accordance with the requirements of the MLUL and adopt the Ordinance at the earliest time permitted by the MLUL. The Borough shall schedule such meeting(s) as may be needed to consider and render a decision on the adoption of the Ordinance. Nothing in this paragraph shall prohibit the Parties from mutually agreeing, in writing, to modifications of the Ordinance before introduction and/or final enactment.

5.6. The Borough has reviewed the Ordinance and the Concept Plan and acknowledge that same are consistent with the purpose and intent of this Agreement and will review the Master Plan Amendment as soon as it is available. Nothing in this paragraph shall prohibit the Parties from mutually agreeing, in writing, to modifications of the Master Plan Amendment and Ordinance before introduction and/or final enactment of the Ordinance.

5.7. The proposed development of the Property pursuant to this Agreement shall require subdivision approval in accordance with current Borough land use and zoning regulations as amended

by the Ordinance, procedural requirements of the MLUL, and the provisions of this Agreement.

5.8. The Borough shall cooperate with any requests for reasonable waivers and/or variances in connection with Developer's development application to advance the purpose of this Agreement, the Ordinance and the Concept Plan and any changes permitted herein.

5.9. The Planning Board shall expedite the processing of applications for development of the Property. At the request of the Developer, the Planning Board shall schedule special meetings to facilitate expedited processing of such applications provided that Developer pays the costs incurred in conjunction with such meetings.

5.10. Neither the Borough nor the Planning Board may impose any procedural or substantive requirement that substantially adds to the burden or cost of development of the Property, which is not necessary to directly protect public health or safety.

5.11. Requests by the Planning Board for reports shall be governed by the standards and procedures set forth in N.J.A.C. 5:93-10.3. The Planning Board may require submission of a stormwater management plan or flood hazard area plan, but, if the Developer seeks permits that require approval of the stormwater management plan or flood hazard area plan by the New Jersey Department of Environmental Protection (NJDEP), the Planning Board shall not make an independent assessment of the stormwater management plan, but shall simply condition any development approvals upon approval of the stormwater management plan or flood hazard plan area by the NJDEP.

5.12. Except as expressly provided in the Ordinance adopted pursuant to this Agreement, neither the Borough nor the Planning Board shall require the Developer, his successors or assigns, to construct, or pay for, any off-site improvements other than those provided for by N.J.S.A. 40:55D-42.

5.13. Nothing in this Agreement shall be deemed to relieve the Developer of any lawful obligation to pay generally applicable fees established by statute or ordinance, such as non-residential

development fees, in connection with applications for development approvals, building permits, and certificates of occupancy for the Property nor shall it be deemed to relieve the Developer of any obligation to reimburse the Borough for the reasonable fees of professionals for services rendered to the Borough provided for by N.J.S.A. 40:55D-53.2.

5.14. Borough's Obligations.

5.14.1. Amendment of Ordinances. Neither the ordinances adopted or amended pursuant to this Agreement nor the current ordinances governing development or use of the Property may be materially added to, amended, modified, or repealed without the written consent of the Developer, while this Agreement remains in force, except that generally-applicable changes may be made to the Borough's Ordinances in a manner that will not affect Developer's rights hereunder.

5.14.2. Cost-Increasing Requirements. Neither the Borough nor the Planning Board may impose any procedural or substantive requirement that substantially adds to the burden or cost of development of the Property which is not strictly necessary to protect public health or safety. Compliance with the Ordinance or to develop the site substantially consistent with the Concept Plan shall not be deemed to impose a prohibited cost-increasing requirement.

5.14.3. The Borough's Obligation to Fast-Track the Developer's Development Applications. The parties agree that, in proceedings before the Planning Board, the Developer shall be entitled to have the Planning Board fast-track its application(s). The time frames contained herein and/or other provisions of this Agreement shall not be enlarged or delayed due to the inability to hold in person public meetings and shall require the Governing Body and/or Board to conduct "virtual meeting(s)" as may be necessary to ensure that timeframes contained herein are not disregarded.

5.14.4. The Borough's Obligation to Purchase the Open Space Lot. The Developer hereby agrees to sell and the Borough hereby agrees to purchase the lot designated as

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open space on the Concept Plan (the “**Open Space Lot**”) after (a) the Developer receives subdivision approval consistent with the Concept Plan and (b) the Developer perfects the creation of the subdivision by recording the appropriate subdivision map with the Bergen County Clerk. The Borough agrees that the Open Space Lot will never be developed and shall forever remain as open space for conservation purposes and the deed shall be recorded to reflect this restriction.

5.14.5. **Purchase Price.** At the closing of title, the Borough agrees to pay the Developer a purchase price of \$185,000.00 (ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS) for the Open Space Lot.

5.14.6. **Closing Date.** The closing of title on the Open Space Lot shall occur no later than ten (10) days after the Developer’s perfection of subdivision approval. Accordingly, the Borough shall fulfill all applicable statutory or ordinance requirements regarding the Borough’s purchase of the Open Space Lot in a timely manner so that the Closing Date can take place as set forth herein.

6.1 **Obligations of the Developer.** Subject to the terms of this Agreement, Developer will cooperate with and support the Borough’s subsequent request for entry of a judgment of compliance based upon such an amended Housing Element and Fair Share Plan and will support the settled upon fair share, vacant land analysis and will not otherwise challenge the validity of the Borough’s HEFSP.

6.1.1 **Obligation to Submit Development Applications Substantially Consistent with the Concept Plan.** The Developer shall file and seek approval of a subdivision plan application substantially consistent with the design for the development of the Property as represented in the Concept Plan. In light of the Ordinance, the parties do not contemplate that any substantial waivers and/or variances will be necessary to develop the Property in accordance with the Concept Plan. However, the parties acknowledge that Developer has not yet engineered the project and that upon

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final engineering the project and submission of a land development application, it may become necessary to seek minor waivers, variances (except use variances) and/or other relief. In such event, the parties acknowledge that Developer shall be entitled to such minor relief as may be necessary to develop the subject Property in accordance with the Concept Plan.

6.1.2 No Obligation to Make Affordable Housing Payment. Notwithstanding any ordinance, COAH regulation or requirement to the contrary, Developer shall not be required to make any payment to the Borough's Affordable Housing Trust Fund or otherwise pay any residential development fee, except as expressly required by this Agreement.

6.1.3 Affordable Housing Trust Fund Payment. Developer, its successors and/or assigns, within thirty (30) days following the publication of a resolution granting subdivision approval to Developer in connection with the Property, shall make payment to the Borough's Affordable Housing Trust Fund in the amount of \$90,000.00 (NINETY THOUSAND DOLLARS AND ZERO CENTS). Half of the payment shall be paid prior to the issuance of the first building permit for the first home on the property and the balance shall be paid prior to the issuance of a building permit for the second home on the Property.

7 Mutual Obligations

7.1 Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this Agreement by the Superior Court, the adoption of the Zoning Amendment and the subdivision approval for the Property, and the defense of any challenge with regard to any of the foregoing.

8 Miscellaneous Provisions

8.1 Dispute Resolution. At the request of the Borough or the Developer, the court-

appointed Special Master, Frank Banisch, shall mediate, on an expedited basis, any dispute arising from any procedural or substantive requirement imposed by the Borough or related boards, committees or other administrative or quasi-judicial subdivisions conditions perceived by the Developer to impede or increase the cost of, development of the Property or is otherwise necessary to protect public health or safety provided that the requirement does not arise from a limitation in the ordinance or to develop substantially consistent with the Concept Plan. Any Party may appeal a decision by the court-appointed Special Master to The Honorable Gregg A. Padovano, J.S.C. or such other Superior Court Judge assigned by the Bergen County Assignment Judge by any party, in accordance with the New Jersey Rules of Court.

8.2 Legal Challenges by Third Parties. If a third party files a legal challenge to, or appeal from, this Agreement, or the Ordinance and Master Plan Amendments adopted pursuant to this Agreement, the parties agree to jointly defend against any third party legal challenge to, or appeal from, this Agreement, or the Ordinance and Master Plan Amendments adopted pursuant to this Agreement and any action taken by the Borough in implementation of this Agreement. All parties shall be responsible for their own legal costs in connection with or arising from this Agreement.

8.3 Captions and Titles. Captions and titles to this Agreement and the several sections are inserted for convenience of reference only and are in no way to be construed as defining, limiting or modifying the scope and intent of the various provisions of this Agreement.

8.4 Invalidity. If any provision of this Agreement is held by the Court to be invalid, void or unenforceable, the parties shall, after the exhaustion of all appeals, attempt with the assistance of the court-appointed Special Master to modify this Agreement. If they are unable to do so within twenty (20) days, either the Borough or the Developer may by written notice to all other parties terminate this Agreement and reinstate the litigation. Alternatively, the parties may jointly request that the Court

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reform the Agreement.

8.5 **Violation.** If any party fails to perform any obligation required to be performed by this Agreement, such failure shall constitute a violation of this Agreement. Upon violation of the Agreement, any party for whose benefit such obligation is intended may enforce the Agreement by motion in aid of litigants' rights or any other remedy available at law or equity.

8.6 **Waiver.** Any waiver of any provision of this Agreement will be effective only if made in writing. Failure to enforce any of the provisions of this Agreement by any of the parties shall not constitute a waiver of these provisions.

8.7 **Entire Agreement.** This Agreement and the Exhibits attached hereto contain the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any representations or promises with reference to this Agreement or to vary, alter or modify the terms hereof except as stated herein. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the parties hereto.

8.8 **Covenants Run with Land.** It is the intention of the parties that this Agreement constitutes a set of covenants that run with the land. This Agreement shall inure to the benefits of and be binding upon the parties and their successors in interest and assigns. Wherever reference in this Agreement is made to the Developer, that reference shall also mean the successors in interest and assigns of the Developer.

8.9 **Assignment.** The benefits and obligations of this Agreement may be assigned by the Developer in whole or in part.

8.10 **Notice.** The parties agree to provide each other with immediate notice of any lawsuits, action or governmental declaration threatened or pending of which they are actually aware which may affect the provisions of this Agreement or implementation thereof.

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8.11 **Governing Law.** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

8.12 **Authority.** Each of the parties represents that it has authority to execute this Settlement Agreement. Each party shall provide legally sufficient documentation of its authority to execute this Agreement upon request by any other party, the court-appointed Special Master, or the Court.

8.13 **Change of Law.** The validity and terms of this Agreement shall not be affected by any change in law subsequent to its effective date. In particular, the parties are aware that lawsuits are pending in the trial courts and the appellate courts following the decision of the Supreme Court in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), and that decisions might be rendered in these lawsuits. The parties are also aware that the Council on Affordable Housing might resume its former functions. Finally, the parties are aware that statutes might be adopted by the Legislature concerning the provision of low and moderate income housing. The validity and terms of this Agreement shall not be affected by any of these events.

8.14 **Attorney and Expert Fees.** Each party shall bear its own attorney's fees and costs of litigation.

8.15 **Effective Date.** This Agreement shall become effective upon execution.

8.16 **Period of Agreement.** Unless terminated sooner by written agreement of the parties, this Settlement Agreement shall remain in force until the occurrence of the last of the following events:

8.16.1 Eight years from the date of the entry of a judgment of compliance;

8.16.2 Expiration of the vesting period for any development approvals granted for the Property; or

8.16.3 Expiration of the period of repose established by the judgment of compliance, including any extensions of the period of repose granted by the

Court or any state agency authorized to grant such extensions.

8.17 **Effect of Termination or Expiration of Agreement.** Termination or expiration of this Agreement shall not affect the validity or vesting of any approvals or permits received by the Developer and shall not automatically repeal or amend any ordinances or Master Plan Amendments adopted pursuant to this Agreement. Upon termination of this Agreement, the litigation shall be reinstated and all parties shall be in the same position as they were as of the Effective Date.

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

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

8.20 **Preparation.** Each of the parties hereto acknowledges that this Agreement was not drafted by any one of the parties, but was drafted, negotiated and reviewed by all parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the parties expressly represents to the other that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

8.21 **Exhibits.** Any and all exhibits annexed to this Agreement are hereby made a part of this Agreement.

8.22 **Notices.** All notices required under this Agreement ("Notice(s)") shall be written and shall be served upon the respective parties by Certified Mail, Return Receipt Requested or by a

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recognized overnight or personal carrier. In addition, where feasible (for example, transmittals of less than 50 pages) Notices shall be served via email. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows:

To the Developer:

Metropolitan Home Development at Werimus, LLC
50 Tice Boulevard, Suite 320
Woodcliff Lake, New Jersey 07677

To the Borough:

Borough of Park Ridge
Attention: Borough Administrator
53 Park Avenue
Park Ridge, New Jersey 07656

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IN WITNESS WHEREOF, the Developer and the Borough have caused this Agreement to be properly executed, witnessed and/or attested this ___ day of _____, 2020.

METROPOLITAN HOME DEVELOPMENT
AT WERIMUS, LLC

Witness: _____

By: _____
Stanley Nowak, Managing Member

Dated:

THE BOROUGH OF PARK RIDGE

Witness:  _____

By:  _____
, Mayor

Dated: 10/13/2020

ORDINANCE NO. _____
R-20A ZONE ORDINANCE
BOROUGH OF PARK RIDGE, BERGEN COUNTY

AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE CHAPTER 101, "ZONING," OF THE CODE OF THE BOROUGH OF PARK RIDGE, COUNTY OF BERGEN, STATE OF NEW JERSEY, TO CREATE A NEW R-20A ONE-FAMILY RESIDENTIAL ZONE DISTRICT

NOW BE IT ORDAINED, by the Mayor and Borough Council of the Borough of Park Ridge, in the County of Bergen, and State of New Jersey, that Chapter 101, "Zoning," of the Borough Code be amended, supplemented, and revised as follows:

SECTION 1. §101-5 "Districts Designated" shall be amended to include a new "R-20A" Zone Designation, which shall have a Zone Description that reads: "One-Family Residential". SECTION

2. Chapter 101 Attachment 1, Schedule IV-1, Schedule of District Use Regulations, shall be amended to delete the "AHR-15" Zone and all associated regulations, and to add a new "R-20A" Zone. All other provisions of the Borough of Park Ridge Ordinances shall be apply to development in the R-20A Zone only where specifically indicated as applicable in this Ordinance which shall have the following regulations:

Zone	Permitted Principal Uses	Permitted Accessory Uses	Conditional Uses (See § 101-22)
R-20A	<ol style="list-style-type: none"> 1. Any R-40 Zone permitted principal use 2. Public open space for conservation use 	<ol style="list-style-type: none"> 1. Any R-40 Zone permitted accessory use 	<ol style="list-style-type: none"> 1. Any R-40 Zone conditional use under the same conditional use conditions as prescribed therein

SECTION 3. Chapter 101 Attachment 2, Schedule IV-2, Area, Yard and Bulk Requirements, shall be amended to delete the "AHR-15" Zone and all associated requirements, and to add a new "R-20A" Zone which shall have the following requirements:

Minimum Lot Area (sf):	20,000
Minimum Lot Width (ft):	120
Minimum Street Frontage (ft):	70
Minimum Lot Depth (ft):	140
Minimum Front Yard (ft):	30
Minimum Side Yard (ft):	15
Maximum Dwelling Width (% Lot Width):	60

<p style="text-align: center;">ADD NOTE THAT OPEN SPACE LOTS WITHOUT DIRECT ACCESS FROM ROADWAY ARE PERMITTED</p>
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Minimum Rear Yard (ft):	50
Maximum Building Height (ft):	32
Maximum Building Coverage (%):	18
Maximum Impervious Coverage (%):	40
Maximum Floor Area Ratio (%):	30
Maximum Gross Floor Area (sf):	7,000

SECTION 4. Chapter 101 Attachment 9, Zoning Map, shall be amended to rezone Block 608 Lots 15 and 37 from the "AHR-15" Zone to the "R-20A" Zone, as shown on the accompanying Map, and to amend the Zoning Map's legend as follows: delete "AHR-15: 1 & 2 Family Affordable Housing" and add "R-20A: Single-Family Residential".

SECTION 5. §101-22.G. "Satellite Dish Antenna" shall be amended to add the R-20A Zone to the lists which presently include the R-40, R-20, B-1 and B-2 Zones at §101-22.G.(5)(a) and §101-22.G.(6)(a).

SECTION 6. §101-42 "Zoning Regulations" shall be amended to delete all references to the AHR-10 Zone, as follows:

§101-42 Zoning Regulations.

- A. Zoning districts established. For the purposes of this chapter, ~~four~~ *three* new zone districts are hereby created, as are set forth on the attached Zoning Map which is incorporated herein by reference. These zones are identified as follows:

Zone Designation	Zone Description
AH-1	Affordable Housing District - 1
AH-2	Affordable Housing District - 2
AH-3	Affordable Housing District - 3
AHR-10	Detached Single-Family Residential

- B. Inclusionary development set aside.
 - (1) A total of 20% of the total number of dwelling units in a development in the AH and ~~AHR-10~~ Districts shall be set aside for low- and moderate-income households, in accordance with the provisions of this article and subject to the alternative development provisions in § 101-45A.
 - (2) All new residential development occurring in the Affordable Housing Overlay Zone (AH-3) shall be required to provide affordable housing at the ratio of at least one affordable housing unit for every eight market-rate residential units proposed.

C. Permitted uses.

(1) In the AH-1, AH-2 and AH-3 Zones, a building may be erected or used and a lot may be used or occupied for the following purposes:

(a) Principal permitted uses: townhouses, garden apartments and multifamily residential dwelling units.

(b) Accessory uses: off-street parking, recreation facilities, fences and walls, signs and other customary accessory uses and buildings which are clearly incidental to the principal use and building.

~~(2) In the R-10 Zone, a building may be erected or used and a lot may be used or occupied for the following purposes:~~

~~(a) Principal permitted use: single family detached dwelling.~~

~~(b) Accessory uses: off-street parking, recreation facilities, fences and walls, signs and other customary accessory uses and buildings which are clearly incidental to the principal use and building.~~

SECTION 7. §101-44 "Area and Bulk Requirements for the AHR-10 Zone" shall be deleted in its entirety and replaced with "(Reserved)".

SECTION 8. All Ordinances of the Borough of Park Ridge, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

SECTION 9. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 10. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

ATTEST:

BOROUGH OF PARK RIDGE
COUNTY OF BERGEN
STATE OF NEW JERSEY

Kelley O'Donnell, Borough Clerk

Keith Misciagna, Mayor

Introduced:

Public Hearing:

Adopted:

EXHIBIT C: TIMELINES/FAST TRACK

The parties agree to use all best efforts to adhere to the following timelines for the review of the Developer's Development applications for the _____ Site:

a. The Planning Board's authorized designee shall examine the Developer's Development applications with diligence and shall report to Developer that the application is either complete or incomplete as soon as possible but no later than within forty-five (45) days after submission of the application to the Planning Board and shall provide Developer with a detailed list of deficiencies, if any, from the checklist governing the application. The Planning Board's authorized designee shall provide this notification in writing, in a single completion letter, and may not amend the list of deficiencies once submitted to Developer. Developer shall provide all materials found by the Planning Board's authorized designee as deficiencies from the checklist that are listed in the completeness letter no less than ten (10) days prior to the next regularly scheduled Planning Board hearing.

b. The Planning Board shall thereafter accept any additional information required by the completeness review letter, and shall consider whether the application is complete in accordance with newly submitted information at its next regular meeting following receipt of such necessary additional information, provided Developer complies with Paragraph a above.

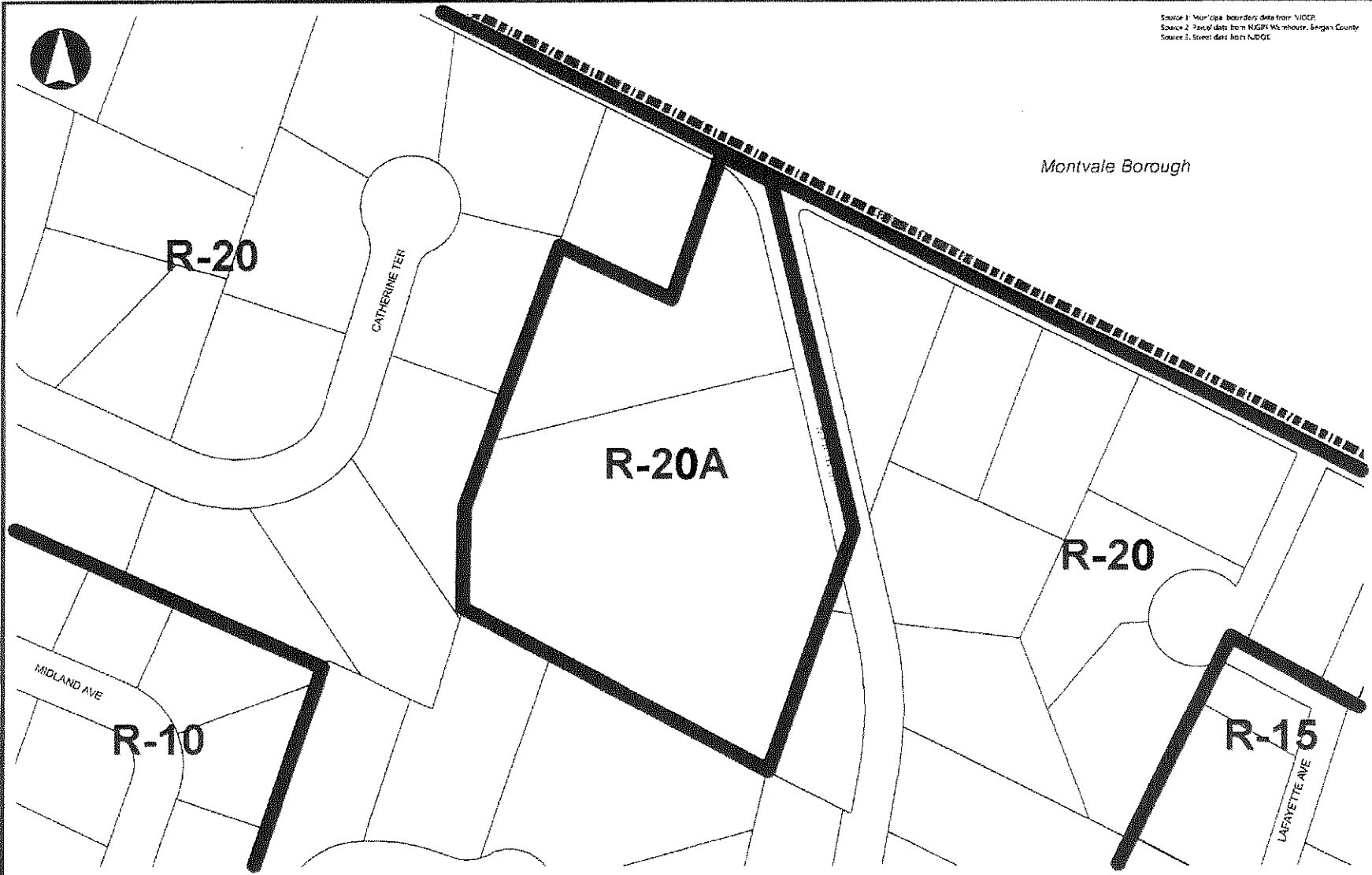
c. This Paragraph is not intended to modify or alter the provisions of N.J.S.A. 40:55D -10.3, but is tailored to encourage the Planning Board to deliberate and decide on completeness in an expeditious fashion, with the parties' intent that the Planning Board not protract the process beyond the statutory maximum permitted time periods. Developer may request a submission waiver from the Planning Board checklist requirements in accordance with Planning Board procedures.

d. Once deemed complete, Developer's application shall be reviewed in accordance with applicable law, so that the Planning Board shall make a decision concerning the proposed project within ninety-five (95) days following submission of a complete application, if no variance is requested, or one hundred twenty (120) days following submission of a complete application, if any bulk variance pursuant to N.J.S.A. 40:55D-70(c) is requested, except as said time frame may be extended by Developer. No further Mt. Laurel contributions to the Borough or modifications of the design of the Developer except as provided by this Agreement or by mutual agreement among the parties, shall be required of Developer. All plans for the residential component of the projects shall be in accordance with the Residential Site Improvement Standards ("RSIS"), as then promulgated by the State of New Jersey except where waiver(s) or a lesser standard is specifically permitted by the parties' Settlement Agreement.

e. Developer shall post professional review escrow fees in accordance with Municipal Land Use Law (N.J.S.A. 40:55D-1 (et. seq.)) and Borough ordinances for the Borough's costs for professional consultants, including engineers, planners and attorneys for all public hearings on this application.

f. A Resolution of Memorialization shall be adopted no later than forty-five (45) days following Planning Board action regarding the project and any required Developer's Agreement or other Borough approvals shall be prepared and executed by the parties not later than sixty (60) days following the approval of a Resolution of Memorialization.

Source 1: Municipal boundaries data from NJDOT
 Source 2: Parcel data from NJGIS MS-rebure, Bergen County
 Source 3: Street data from NJDOT



Project No: 3431.01 Date: 05.21.18 Type: RW		Legend Municipal Boundaries Parcels Proposed Zoning Boundaries
Scale: 1" = 135' Sheet No: MHZ		
Proposed Zoning Amendment Map		
BURGIS ASSOCIATES, INC. COMMUNITY PLANNING LAND DEVELOPMENT AND DESIGN LAND SCAPE ARCHITECTURE 25 Westwood Avenue Westwood, New Jersey 07675 P: 201.698.1611 F: 201.696.2399		Project Title: Metro Homes Settlement Agreement BOROUGH OF PARK RIDGE BERGEN COUNTY, NEW JERSEY 2018 COPYRIGHT BY BURGIS ASSOCIATES, INC.

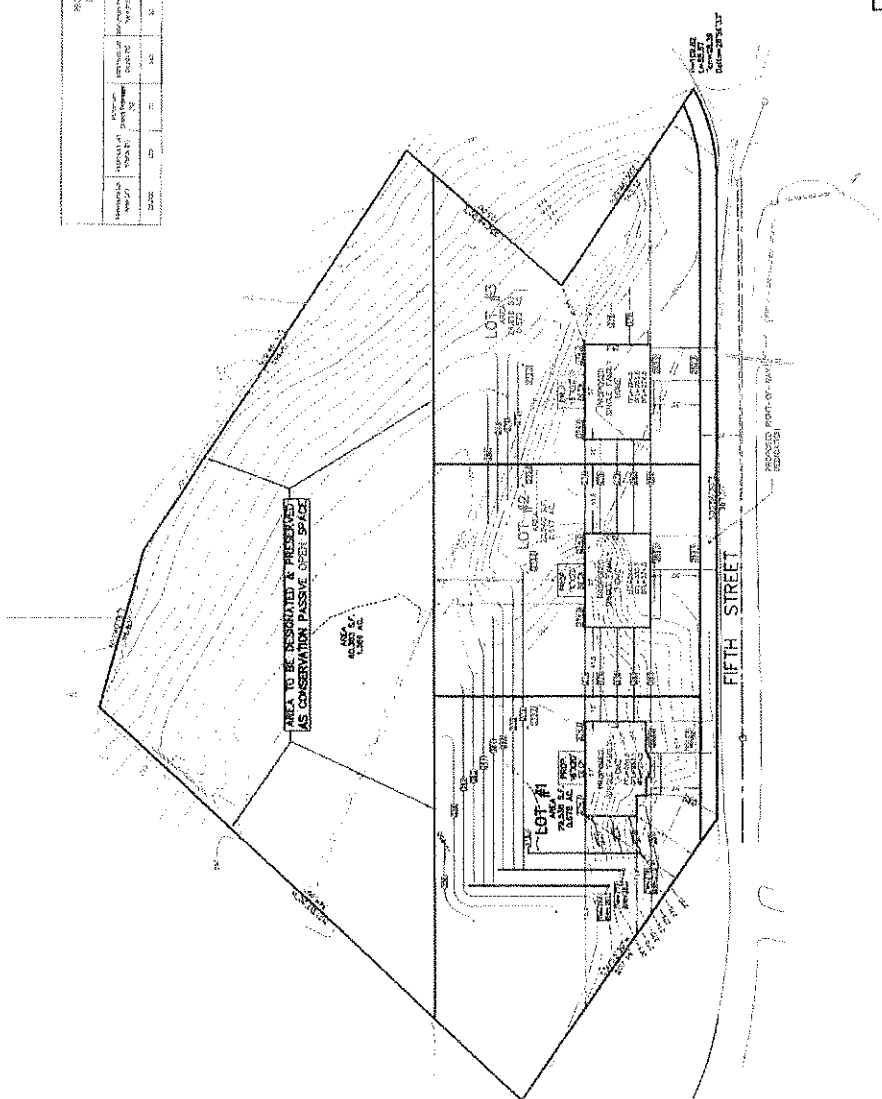
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PROPOSED HOUSES AND SUBSEQUENTLY
 SUBSEQUENTLY TO BE CONSIDERED AS
 CONSERVATION PASSIVE OPEN SPACE

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	100	100	100	100	100	100	100	100	100	100
2	100	100	100	100	100	100	100	100	100	100
3	100	100	100	100	100	100	100	100	100	100
4	100	100	100	100	100	100	100	100	100	100
5	100	100	100	100	100	100	100	100	100	100
6	100	100	100	100	100	100	100	100	100	100
7	100	100	100	100	100	100	100	100	100	100
8	100	100	100	100	100	100	100	100	100	100
9	100	100	100	100	100	100	100	100	100	100
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11	100	100	100	100	100	100	100	100	100	100
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NOTE - PROPOSED HOUSES SUBJECT
 TO CENTRAL WALK-OUT BASEMENTS



SUBDIVISION LAYOUT SKETCH
 FOR
 BLOCK 808 - LOT 15
 METROPOLITAN HOME DEVELOPMENT
 PARK RIDGE, BERGEN CO., NJ
 SCHWABERDE / HALLS ENGINEERING
 6 WEST RIDGE AVENUE, SUITE 200, BASKING RIDGE, NJ 07005
 DATE: 11/11/2011
 DAVID A. HALLS, P.E., L.S., P.F.P.
 SCALE: 1" = 30'
 SHEET NO. 1 OF 2
 JOB NO. 1111-005

NO.	DATE	REVISIONS
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