

TIMOTHY D. MICHEL, INC.
NJ PROFESSIONAL PLANNER

2168 River Road
Egg Harbor City, NJ 08215

Telephone: (609) 965-2213
Facsimile: (609) 965-1598
Cell: (609) 576-3098
Email: timmichel@comcast.net

March 16, 2015

Keith Davis Esquire
Nehmad Perillo & Davis, PC, Counselors at Law
4030 Ocean Heights Avenue
Egg Harbor Township, NJ 08234

RECEIVED

MAR 16 2016

NEHMAD PERILLO & DAVIS, P.C.

Re: Raven's Nest
Architectural Review Committee

Dear Keith:

Enclosed are the documents received from the Architectural Review Committee following our appearance at the February 25, 2016 meeting.

1. Letter from Carl Gustavsen dated February 26, 2016.
2. Application form for the Towne of Historic Smithville Community Association Architectural Review Committee Application for Exterior Addition or Alteration stamped and signed approved 2/26/16.
3. Architectural Review Committee Application #20-329, stamped approved 2/25/16 including blue, yellow and pink copies.
4. Site Plan by Dixon Associates dated 2/17/16 consisting of 14 sheets; and Pre Development and Post Development Plans also by Dixon Associates dated 2/17/16. Please note that the Towne of Historic Smithville Community Association raised seal appears in the lower right hand corner of each plan sheet where the REVISIONS box is located.
5. Architectural Plans by Martin Architectural consisting of 3 sheets of elevations dated December 3, 2015 and 2 sheets of floor plans dated September 21 and September 22, 2015. Please note that the Towne of Historic Smithville Community Association raised seal appears along the lower edge of each plan sheet.
6. Concept Entry Monument by Martin Architectural consisting of 1 sheet dated January 26, 2016. Please note that the Towne of Historic Smithville Community Association raised seal appears along the lower edge of the plan sheet.

Please contact me if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Michel', written in a cursive style.

Timothy D. Michel, P.P.

cc. Mitchell Davis
Kevin Dixon, P.E.

File: Davis ARC Approval

SMITHVILLE COMMUNITY ASSOCIATION

February 26, 2016

Davis Enterprises
8000 Sagemore Drive
Suite 8201
Marlton, NJ 08053

RE: ARC Approval for construction at Route 9 and Smithville Boulevard, Galloway NJ

Dear Davis Enterprises:

Enclosed is your Architectural Review Committee Authorization for construction of 120 dwelling units on Block 1260.01, Lot 43.01, a 12.143 acre parcel as described in your ARC application. Please find the enclosed blue card. This blue card should be displayed in a window visible from the street while work is being performed. Please remove this card from your window once work is completed.

Thank you for submitting your application. Please call me with any questions or concerns regarding your authorization. I can be reached at 652-8793.

Sincerely,

Carl Gustavsen

Carl Gustavsen
Community Association Manager

RECEIVED
MAR 16 2016
NEHMAD PERILLO & DAVIS, P.C.

DIVERSIFIED PROPERTY MANAGEMENT, INC.

28 South New York Road • Suite B-6 • Galloway, NJ 08205
TEL (609) 652-8793 • FAX (609) 652-5040

(Office use only) Application Number: 20-329 Date Received: _____ Meeting Date: _____

**TOWNE OF HISTORIC SMITHVILLE COMMUNITY ASSOCIATION
ARCHITECTURAL REVIEW COMMITTEE APPLICATION FOR EXTERIOR ADDITION OR ALTERATIONS**

Application Requirements

1. Application must be submitted by owner or co-owners.
2. This Application must be accompanied by a site plan/survey showing location and dimensions of addition or alterations and a description of materials and colors to be used.
3. Please refer to the Smithville Community Association Architectural Guideline Manual for additional terms, if any, to be submitted with this application.
4. In the event the Architectural Review Committee fails to render its decision on this application within sixty (60) days of the receipt of this application, the request shall be deemed approved.
5. Adjacent neighbor(s) must sign off on all supportive documents submitted with this application indicating their notification of the plans in concept.
6. The Architectural Review Committee approval is in conjunction with the Towne of Historic Smithville's By-Laws. Further, it is understood the property owner will meet all Building and Architectural Codes established by Galloway Township. The applicant is responsible for acquiring the proper approval from Township, County and State if deemed necessary.

Date Submitted: _____

Applicants Name: Davis Enterprises

Phone Number 856-985-1200 Email Address: mdavis@davisenterprises.com

Smithville Address on which the alteration/addition will be performed:

Route 9 and Smithville Boulevard

Owner's Mailing Address (if different from address above):

8000 Sagemore Drive, Suite 8201, Marlton, NJ 08053

DESCRIPTION OF WORK TO BE DONE:

Construct 120 dwelling units on Block 1260.01, Lot 43.01,
a 12.143 acre parcel.

REASON FOR ADDITION/ALTERATION:

NAME, ADDRESS, LICENSE NUMBER AND PHONE NUMBER OF BUILDER:

Estimated Start Date: _____ Estimated Completion: _____

Affected Neighbor (s) Signatures (If applicable)

| Name (Print) | Address | Signature |
|--------------|---------|-----------|
|--------------|---------|-----------|

| Name (Print) | Address | Signature |
|--------------|---------|-----------|
|--------------|---------|-----------|

Additional Instructions / Information

Neighborhood or Condominium Associations must obtain their Neighborhood Association approval prior to applying for SCA/ARC approval and governmental approvals before commencing work. Approval from SCA/ARC does not constitute approval from a Neighborhood Association.



ATLANTIC COUNTY, NJ
EDWARD P. McGETTIGAN, COUNTY CLERK
RCPT # 1353165 RECD BY Catha
REC FEES \$120.00
RECORDED 10/19/2017 10:32:24 AM
INST # 2017057920



Atlantic County Document Summary Sheet

ATLANTIC COUNTY CLERK
5901 MAIN ST
MAYS LANDING, NJ 08130

Return Name and Address
Keith A. Davis, Esquire
Nehmad Perillo & Davis, P.C.
4030 Ocean Heights Avenue
Egg Harbor Township, NJ 08234

Official Use Only

| | | | | | |
|--|--|--|----------------|--------------------|--------------------|
| Submitting Company | | Nehmad Perillo & Davis, P.C. | | | |
| Document Date (mm/dd/yyyy) | | 10/18/2017 | | | |
| Document Type | | CONSENT ORDER | | | |
| No. of Pages of the Original Signed Document (Including the cover sheet) | | 10 | | | |
| Consideration Amount (If applicable) | | | | | |
| First Party (Grantor or Mortgagor or Assignor) (Enter up to five names) | Name(s) | (Last Name, First Name Middle Initial, Suffix) (or Company Name as written) | | Address (Optional) | |
| | HAL Family Partnership, L.P. and MRD Galloway, LLC | | | | |
| Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names) | Name(s) | (Last Name, First Name Middle Initial, Suffix) (or Company Name as written) | | Address (Optional) | |
| | Towne of Historic Smithville Community Association, Inc. | | | | |
| Parcel Information (Enter up to three entries) | Municipality | Block | Lot | Qualifier | Property Address |
| | | | | | |
| Reference Information (Enter up to three entries) | Book Type | Book | Beginning Page | Instrument No. | Recorded/File Date |
| | Deed | 3589 | 89 | | 05/27/1981 |

DO NOT REMOVE THIS PAGE

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF ATLANTIC COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE

KEITH A. DAVIS, ESQUIRE

NJ Attorney ID #: 025471999

NEHMAD PERILLO & DAVIS

4030 Ocean Heights Avenue

Egg Harbor Township, NJ 08234

Phone: (609) 927-1177

Fax: (609) 926-9721

Kdavis@npdlaw.com

*Attorney for Defendants, HAL Family Partnership, L.P.
and MRD Galloway, LLC*

FILED

CCF 182017

Superior Court of New Jersey
County of Atlantic

| | | |
|-------------------------------|---|------------------------------|
| TOWNE OF HISTORIC SMITHVILLE | : | SUPERIOR COURT OF NEW JERSEY |
| COMMUNITY ASSOCIATION, INC., | : | LAW DIVISION |
| | : | ATLANTIC COUNTY |
| Plaintiff, | : | |
| v. | : | Docket No. ATL-L-1575-16 |
| THE TOWNSHIP OF GALLOWAY; THE | : | Civil Action |
| PLANNING BOARD OF THE | : | |
| TOWNSHIP OF GALLOWAY; HAL | : | |
| FAMILY PARTNERSHIP, L.P.; MRD | : | CONSENT ORDER |
| GALLOWAY, LLC; ET AL., | : | |
| Defendants. | : | |

THIS MATTER been brought before the Court by Steven Mlenak, Esquire of Greenbaum Rowe Smith & Davis, attorneys for Plaintiff, Towne of Historic Smithville Community Association, Inc., mistakenly pled as Town of Smithville Community Association, Inc. ("SCA"), Michael J. Fitzgerald, Esquire of Fitzgerald & McGroarty, LLC, attorneys for Defendants, The Township of Galloway (the "Township") and The Planning Board of the Township of Galloway (the "Planning Board"), Raymond J. Went, Jr., Esquire of Nehmad Perillo & Davis, P.C., attorneys for Defendants, HAL Family Partnership, L.P. ("HAL"), and MRD Galloway, LLC ("MRD"), and the parties having consented hereto and for good cause shown,

Consent Order

WHEREAS, on May 27, 1981, the SCA filed a "Declaration of Covenants, Conditions and Restrictions" recorded with the Atlantic County Clerk's office (the "Clerk") at Deed Book 3589, Page 89, which has since been amended by the following documents:

(1) "Declaration of Covenants, Conditions and Restrictions" recorded with the Clerk on July 31, 1981 at Deed Book, 3612, Page 315,

(2) "Amendment To Declaration Of The Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on July 31, 1981 at Deed Book 3613, Page 1,

(3) "Amendment To Declaration Of The Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on October 27, 1981 at Deed Book 3638, Page 156,

(4) "Corrective Amendment To Declaration Of Covenants, Conditions and Restrictions" recorded with the Clerk on March 18, 1982 at Deed Book 3674, Page 111,

(5) "Listing of all lots in the Smithville PUD phase IA and IB" recorded with the Clerk on May 13, 1983 at Deed Book 3790, Page 295,

(6) "Amendment To Declaration Of Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on February 1, 1988 at Deed Book 4619, Page 200,

(7) "Amendment To Declaration Of Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on May 25, 1988 at Deed Book 4687, Page 015,

Consent Order

(8) "Amendment To Declaration Of Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on July 26, 1988 at Deed Book 4723, Page 263,

(9) "Amendment To Declaration Of Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on February 9, 1989 at Deed Book 4845, Page 183,

(10) "Amendment To Declaration Of Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on June 6, 1989 at Deed Book 4914, Page 061,

(11) "Amendment To Declaration Of Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk at Deed Book 4938, Page 163 and,

(12) Revised Collection Policy And Application of Payments Resolution recorded with the Clerk on March 26, 1998 at Deed Book 6273, Page 102.

(all of the aforesaid documents are hereinafter collectively referred to as the "DECLARATION").

WHEREAS, a dispute arose between the Parties as to whether the real property located at the intersection of Route 9 (New York Road) and Smithville Boulevard and known as Block 1260.01, Lot 43.01, on the official tax maps of the Township of Galloway, County of Atlantic, State of New Jersey (the "PROPERTY"), is subject to the DECLARATION which is the subject of the within litigation entitled *Towne of Smithville Community Association, Inc., v. Township of Galloway, et al.*, Docket No. ATL-L-1575-16 (the "LITIGATION"),

WHEREAS, the Parties desire to settle all matters arising out of or related to the LITIGATION, together with any and all other matters pertaining to the Parties named herein and

Consent Order

the above noted LITIGATION that have been raised, that might be raised, that could have been raised, or that might have been raised in the future arising out of or otherwise relating to the LITIGATION; and

WHEREAS, all Parties wish to formalize their full, complete, and final settlement of all of these matters,

NOW therefore, intending to be legally bound, SCA, the Township, the Planning Board, HAL and MRD hereby agree as follows:

It is on this 18th day of October, 2017, ORDERED as follows:

1. **Discontinuance of Claims.** The Parties agree that any and all claims, whether known or unknown, arising out of or relating to the LITIGATION to the extent that they were or could have been asserted in the LITIGATION are hereby discontinued and shall be dismissed with prejudice.

2. **Release.** Except as set forth in this Consent Order, SCA fully and finally releases and discharges HAL and MRD from any and all past, present, and future actions, claims, causes of action, suits, demands, debts, accounts, contracts, sums of money, promises, controversies, judgments, agreements, rights of recovery, theories of recovery, attorneys' fees, expenses and claims for damages, costs, or any other thing whatsoever, whether they be in law, or equity, whether based on a tort, statute, contract, or other theory of recovery which SCA raised or could have raised in the LITIGATION and which SCA ever had, now has, or may ever have against HAL and/or MRD for or by reason of any matter, cause, or thing whatsoever, whether known or unknown, relating to or arising out of the LITIGATION.

Consent Order

3. **Agreement to Participate in the SCA with Conditions and Exceptions.**

a. HAL and MRD acknowledge that they plan to improve the PROPERTY with 120 Dwelling Units which together will comprise a development known as "Raven's Nest." Subject to the conditions and exceptions set forth in this Agreement, HAL and MRD agree that the PROPERTY is located within the planned-unit development subject to SCA's jurisdiction and that the Raven's Nest development shall participate in the SCA and abide by the DECLARATION, the SCA's By-Laws, and the SCA's Rules and Regulations.

b. The fee simple owner(s) of Raven's Nest ("OWNER") shall possess one vote in the SCA for each Dwelling Unit completed, as completion is determined by subsection 3(c) below, up to one hundred and twenty (120) votes, so long as all such Dwelling Units are commonly owned by one (1) entity. In the event that the Raven's Nest development is converted to a condominium form of ownership, the Raven's Nest development shall become a "Neighborhood Association" as that term is defined in the DECLARATION, and each individual condominium owner shall have the same rights and obligations under the DECLARATION as all other Dwelling Unit Owners in the SCA with each of the condominium owner(s) possessing one (1) vote per condominium unit.

c. SCA agrees that OWNER shall be assessed an Annual Charge, payable in quarterly installments, which shall be calculated as the sum of the Annual Charge assessment for each Residential Owner as set by the SCA's Board of Directors and the number of completed Dwelling Units, up to 120. Pursuant to Section 5.07(c)(i) of the DECLARATION, a Dwelling Unit shall be deemed "completed" on either the date the Dwelling Unit is first occupied, or the six-month anniversary of the date in which the certificate of occupancy issued for such Dwelling Unit, whichever shall come first. The OWNER shall notify the SCA upon receipt of the

Consent Order

certificate of occupancy for each Dwelling Unit. In the event that the Raven's Nest development is converted to a condominium form of ownership, each individual condominium owner shall be assessed the Annual Charge.

d. OWNER agrees that it shall not nominate more than one (1) person as a candidate for the SCA Board of Directors during any election cycle of the SCA Board of Directors. In the event that a representative of OWNER is elected to the SCA Board of Directors, OWNER agrees that it shall not nominate any other candidate for the SCA Board of Directors during any election in which the seat occupied by the OWNER's representative is not up for re-election. OWNER shall retain all other rights as provided by the DECLARATION.

e. SCA agrees that MRD shall have the right to construct and maintain a clubhouse facility for the exclusive use of the residents of Raven's Nest and that said clubhouse may not be used by any other members of the SCA.

f. Section 7.01(i) of the DECLARATION shall not apply to the OWNER except that OWNER shall include in its standard lease with Raven's Nest tenants a requirement that tenants adhere to all SCA Rules and Regulations, including the DECLARATION and the By-Laws. Prior to leasing out any of its Dwelling Units, OWNER shall provide SCA a copy of its Master Lease. Upon any substantive change to the Master Lease, OWNER shall provide SCA with a copy of the revised Master Lease. SCA shall further have the right to request a copy of an individual lease with one or more of OWNER's tenants with or without cause, which copy shall be provided to SCA within seventy-two (72) hours. OWNER shall keep an updated rent roll on file with the SCA at all times, which rent roll shall include the names of all occupants in each unit and the commencement and expiration dates of the lease agreements.

g. The SCA shall provide membership badges at SCA's sole cost and expense to tenants residing within Raven's Nest which shall, in the cases of a tenancy, expire contemporaneously with each lease. The SCA shall be permitted to deactivate all Raven's Nest membership badges upon (i) any default in the payment of the Annual Charge by OWNER, (ii) any default or breach of this Agreement by OWNER, (iii) or any violation of the Association's DECLARATION, By-laws, or Rules and Regulations by OWNER. SCA shall be permitted to deactivate the individual membership badge(s) of any tenant(s) that has violated the Association's DECLARATION, By-laws, or Rules and Regulations. Such deactivation shall be subject to reinstatement upon a curing of the violation (if such violation is of the nature which may be cured), or after a fixed amount of days set by the Board, not to exceed sixty (60) days, whichever is greater.

h. Section 7.01(p) of the DECLARATION shall not apply to OWNER as an irrigation well shall be constructed on the Raven's Nest property.

i. Section 7.01(s) of the DECLARATION shall apply to OWNER with SCA providing thirty (30) days advance notice of default with an opportunity to cure.

j. Section 7.02 of the DECLARATION shall not apply to OWNER.

k. To the extent there is any inconsistency between the DECLARATION and this Agreement, the terms of this Agreement shall apply as to HAL and MRD only.

4. **Recording with the County Clerk.** This Consent Order shall be recorded with the Atlantic County Clerk's Office at OWNER's sole cost and expense against the PROPERTY to evidence the provisions of the DECLARATION which are altered as to HAL and MRD by virtue of this Consent Order.

Consent Order

5. **Remedies for Default.** In addition to anything herein contained, in the event any party to this Consent Order defaults at any time in the performance of any obligation imposed by the terms herein, any other party may seek such remedies as are provided in law and equity. In the event an enforcement action is filed to enforce any of the terms of this Consent Order, the prevailing Party shall be entitled to reimbursement of attorneys' fees and costs incurred in bringing said enforcement action.

6. **Written Settlement Agreement and Release.** A general Settlement Agreement and Release shall be executed by SCA, IIAL and MRD along with a corresponding Stipulation of Dismissal; and,

7. A copy of this Order shall be served on all counsel within seven (7) days.


Dated: 10/18, 2017



JULIO L. MENDEZ, A.J.S.C

THE UNDERSIGNED HEREBY CONSENT TO THE FORM AND THE IMMEDIATE ENTRY OF THE FOREGOING CONSENT ORDER.

GREENBAUM ROWE SMITH & DAVIS

FITZGERALD & McGROARTY, LLC



STEVEN G. MLENAK, ESQUIRE
*Plaintiff, Towne of Historic Smithville
Community Association, Inc.*


MICHAEL J. FITZGERALD, ESQUIRE
*Attorney for Defendants, Twp. of Galloway,
Planning Bd. of the Twp. of Galloway*

DATED: 10/12, 2017

DATED: _____, 2017

NEHMA D. VERILLO & DAVIS, P.C.


KEITH A. DAVIS, ESQUIRE
*Attorneys for Defendants,
HAL Family Partnership, L.P
and MRD Galloway, LLC*

DATED: 10/16/, 2017

Consent Order

5. **Remedies for Default.** In addition to anything herein contained, in the event any party to this Consent Order defaults at any time in the performance of any obligation imposed by the terms herein, any other party may seek such remedies as are provided in law and equity. In the event an enforcement action is filed to enforce any of the terms of this Consent Order, the prevailing Party shall be entitled to reimbursement of attorneys' fees and costs incurred in bringing said enforcement action.

6. **Written Settlement Agreement and Release.** A general Settlement Agreement and Release shall be executed by SCA, HAL and MRD along with a corresponding Stipulation of Dismissal; and,

7. A copy of this Order shall be served on all counsel within seven (7) days.

Dated: 10/17, 2017

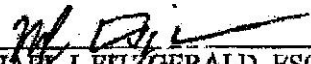

JULIO L. MENDEZ, A.J.S.C.

THE UNDERSIGNED HEREBY CONSENT TO THE FORM AND THE IMMEDIATE ENTRY OF THE FOREGOING CONSENT ORDER.

GREENBAUM ROWE SMITH & DAVIS

FITZGERALD & McGROARTY, LLC

STEVEN G. MLENAK, ESQUIRE
*Plaintiff, Towne of Historic Smithville
Community Association, Inc.*



MICHAEL J. FITZGERALD, ESQUIRE
*Attorney for Defendants, Twp. of Galloway,
Planning Bd. of the Twp. of Galloway*

DATED: _____, 2017

DATED: October 17, 2017

NEHMAD PERILLO & DAVIS, P.C.

KEITH A. DAVIS, ESQUIRE
*Attorneys for Defendants,
HAL Family Partnership, L.P.
and MRD Galloway, LLC*

DATED: _____, 2017

Consent Order

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made on this 28th day of SEPTEMBER, 2017, by, between and among the **TOWNE OF HISTORIC SMITHVILLE COMMUNITY ASSOCIATION, INC.**, (hereinafter "SCA"), **HAL FAMILY PARTNERSHIP, L.P.** (hereinafter "HAL") and **MRD GALLOWAY, LLC**, (hereinafter "MRD") including their respective agents, representatives, owners, members, successors and/or assigns. SCA, HAL, and MRD are collectively referred to as the "Parties".

WHEREAS, on May 27, 1981, the SCA filed a "Declaration of Covenants, Conditions and Restrictions" recorded with the Atlantic County Clerk's office (the "Clerk") at Deed Book 3589, Page 89, which has since been amended by the following documents:

- (1) "Declaration of Covenants, Conditions and Restrictions" recorded with the Clerk on July 31, 1981 at Deed Book, 3612, Page 315,
- (2) "Amendment To Declaration Of The Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on July 31, 1981 at Deed Book 3613, Page 1,
- (3) "Amendment To Declaration Of The Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on October 27, 1981 at Deed Book 3638, Page 156,
- (4) "Corrective Amendment To Declaration Of Covenants, Conditions and Restrictions" recorded with the Clerk on March 18, 1982 at Deed Book 3674, Page 111,
- (5) "Listing of all lots in the Smithville PUD phase IA and IB" recorded with the Clerk on May 13, 1983 at Deed Book 3790, Page 295,

Settlement Agreement and Release

(6) "Amendment To Declaration Of Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on February 1, 1988 at Deed Book 4619, Page 200,

(7) "Amendment To Declaration Of Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on May 25, 1988 at Deed Book 4687, Page 015,

(8) "Amendment To Declaration Of Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on July 26, 1988 at Deed Book 4723, Page 263,

(9) "Amendment To Declaration Of Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on February 9, 1989 at Deed Book 4845, Page 183,

(10) "Amendment To Declaration Of Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk on June 6, 1989 at Deed Book 4914, Page 061,

(11) "Amendment To Declaration Of Covenants, Conditions and Restrictions Of Towne Of Historic Smithville" recorded with the Clerk at Deed Book 4938, Page 163 and,

(12) Revised Collection Policy And Application of Payments Resolution recorded with the Clerk on March 26, 1998 at Deed Book 6273, Page 102.

(all of the aforesaid documents are hereinafter collectively referred to as the

"DECLARATION"),

WHEREAS, a dispute arose between the Parties as to whether the real property located at the intersection of Route 9 (New York Road) and Smithville Boulevard and known as Block 1260.01, Lot 43.01, on the official tax maps of the Township of Galloway, County of Atlantic, State of New Jersey

Settlement Agreement and Release

(the "PROPERTY"), is subject to the DECLARATION which was the subject of the litigation entitled *Towne of Historic Smithville Community Association, Inc., v. Township of Galloway, et al.*, Docket No. ATL-L-1575-16 (the "LITIGATION"),

WHEREAS, the Parties desire to settle all matters arising out of or related to the LITIGATION, together with any and all other matters pertaining to the Parties named herein and the above noted LITIGATION that have been raised, that might be raised, that could have been raised, or that might have been raised in the future arising out of or otherwise relating to the LITIGATION; and

WHEREAS, all Parties wish to formalize their full, complete, and final settlement of all of these matters,

NOW, IN CONSIDERATION of the foregoing, and the mutual promises and covenants set forth below, and other good and valuable consideration, receipt of which is hereby acknowledged and confirmed, and intending to be legally bound, the Parties agree as follows:

1. **Discontinuance of Claims.** The Parties agree that any and all claims, whether known or unknown, arising out of or relating to the LITIGATION to the extent that they were or could have been asserted in the LITIGATION are hereby discontinued and shall be dismissed with prejudice.

2. **Release.** Except as set forth in this Agreement, SCA fully and finally releases and discharges HAL and MRD from any and all past, present, and future actions, claims, causes of action, suits, demands, debts, accounts, contracts, sums of money, promises, controversies, judgments, agreements, rights of recovery, theories of recovery, attorneys' fees, expenses and claims for damages, costs, or any other thing whatsoever, whether they be in law, or equity, whether based on a tort, statute, contract, or other theory of recovery which SCA raised or could have raised in the LITIGATION and which SCA ever had, now has, or may ever have against HAL and/or MRD for or by reason of any

matter, cause, or thing whatsoever, whether known or unknown, relating to or arising out of the LITIGATION.

3. **Agreement to Participate in the SCA with Conditions and Exceptions.**

a. HAL and MRD acknowledge that they plan to improve the PROPERTY with 120 Dwelling Units which together will comprise a development known as "Raven's Nest." Subject to the conditions and exceptions set forth in this Agreement, HAL and MRD agree that the PROPERTY is located within the planned-unit development subject to SCA's jurisdiction and that the Raven's Nest development shall participate in the SCA and abide by the DECLARATION, the SCA's By-Laws, and the SCA's Rules and Regulations.

b. The fee simple owner(s) of Raven's Nest ("OWNER") shall possess one vote in the SCA for each Dwelling Unit completed, as completion is determined by subsection 3(c) below, up to one hundred and twenty (120) votes, so long as all such Dwelling Units are commonly owned by one (1) entity. In the event that the Raven's Nest development is converted to a condominium form of ownership, the Raven's Nest development shall become a "Neighborhood Association" as that term is defined in the DECLARATION, and each individual condominium owner shall have the same rights and obligations under the DECLARATION as all other Dwelling Unit Owners in the SCA with each of the condominium owner(s) possessing one (1) vote per condominium unit.

c. SCA agrees that OWNER shall be assessed an Annual Charge, payable in quarterly installments, which shall be calculated as the sum of the Annual Charge assessment for each Residential Owner as set by the SCA's Board of Directors and the number of completed Dwelling Units, up to 120. Pursuant to Section 5.07(c)(i) of the DECLARATION, a Dwelling Unit shall be deemed "completed" on either the date the Dwelling Unit is first occupied, or the six-month anniversary of the date in which the certificate of occupancy issued for such Dwelling Unit, whichever

shall come first. The OWNER shall notify the SCA upon receipt of the certificate of occupancy for each Dwelling Unit. In the event that the Raven's Nest development is converted to a condominium form of ownership, each individual condominium owner shall be assessed the Annual Charge.

d. OWNER agrees that it shall not nominate more than one (1) person as a candidate for the SCA Board of Directors during any election cycle of the SCA Board of Directors. In the event that a representative of OWNER is elected to the SCA Board of Directors, OWNER agrees that it shall not nominate any other candidate for the SCA Board of Directors during any election in which the seat occupied by the OWNER's representative is not up for re-election. OWNER shall retain all other rights as provided by the DECLARATION.

e. SCA agrees that MRD shall have the right to construct and maintain a clubhouse facility for the exclusive use of the residents of Raven's Nest and that said clubhouse may not be used by any other members of the SCA.

f. Section 7.01(i) of the DECLARATION shall not apply to the OWNER except that OWNER shall include in its standard lease with Raven's Nest tenants a requirement that tenants adhere to all SCA Rules and Regulations, including the DECLARATION and the By-Laws. Prior to leasing out any of its Dwelling Units, OWNER shall provide SCA a copy of its Master Lease. Upon any substantive change to the Master Lease, OWNER shall provide SCA with a copy of the revised Master Lease. SCA shall further have the right to request a copy of an individual lease with one or more of OWNER's tenants with or without cause, which copy shall be provided to SCA within seventy-two (72) hours. OWNER shall keep an updated rent roll on file with the SCA at all times, which rent roll shall include the names of all occupants in each unit and the commencement and expiration dates of the lease agreements.

h. The SCA shall provide membership badges at SCA's sole cost and expense to tenants residing within Raven's Nest which shall, in the cases of a tenancy, expire contemporaneously with each lease. The SCA shall be permitted to deactivate all Raven's Nest membership badges upon (i) any default in the payment of the Annual Charge by OWNER, (ii) any default or breach of this Agreement by OWNER, (iii) or any violation of the Association's DECLARATION, By-laws, or Rules and Regulations by OWNER. SCA shall be permitted to deactivate the individual membership badge(s) of any tenant(s) that has violated the Association's DECLARATION, By-laws, or Rules and Regulations. Such deactivation shall be subject to reinstatement upon a curing of the violation (if such violation is of the nature which may be cured), or after a fixed amount of days set by the Board, not to exceed sixty (60) days, whichever is greater.

i. Section 7.01(p) of the DECLARATION shall not apply to OWNER as an irrigation well shall be constructed on the Raven's Nest property.

j. Section 7.01(s) of the DECLARATION shall apply to OWNER with SCA providing thirty (30) days advance notice of default with an opportunity to cure.

k. Section 7.02 of the DECLARATION shall not apply to OWNER.

l. To the extent there is any inconsistency between the DECLARATION and this Agreement, the terms of this Agreement shall apply as to HAL and MRD only.

4. **Fees and Expenses.** The Parties agree that all fees and expenses accrued to date in respect of, arising out of, or related to the LITIGATION shall be the sole responsibility of the respective Parties. This includes, but is not limited to, attorneys' fees, filing fees, mediation fees and expert fees.

5. **Stipulation of Dismissal.** The Stipulation of Dismissal with prejudice attached hereto as Exhibit "A" shall be filed with the Court within ten (10) business days of the date this Agreement is executed by all Parties.

6. **Adequate Consideration and Denial of Liability.** This is a complete agreement by which the Parties intend to be legally bound. The Parties agree and acknowledge that they have each received good, valuable and mutual consideration by, between, and among one another, as a full, complete, final, and binding compromise of all claims which were made or which could have been made. The Parties further agree that the exchange of any good, valuable, or mutual consideration shall not be considered an admission of liability or wrongdoing by any party or parties. This Agreement does not constitute an admission by SCA, HAL or MRD of any wrongful action or violation of any duty, or any violation of a Federal or State Statute, code or regulation, township ordinance, or any other possible or claimed violations of law or rights. SCA, HAL and MRD specifically deny any wrongful action or conduct in connection with the allegations asserted in the LITIGATION. Instead, the Parties have entered into this Agreement solely to avoid the time, expense and continuing distraction of litigation.

7. **Voluntary Agreement.** The Parties hereby acknowledge that this Agreement has been freely and voluntarily made after careful reflection and consideration with consultation with their respective attorneys who each contributed to the drafting of this Agreement.

8. **Negotiated Agreement.** This Agreement is a negotiated agreement and shall not be construed against SCA, HAL or MRD by reason of this Agreement being prepared by the respective attorneys for SCA, HAL or MRD.

9. **Entire Agreement.** There are no agreements, understandings, commitments, representations or warranties with respect to the subject matter hereof, except as expressly set forth in this Agreement.

10. **Severability.** If any provision of this Agreement is held to be illegal, void or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement; provided, however, that upon any finding by a court of competent jurisdiction that the Release(s) executed by the any of the Parties pursuant to this Agreement are illegal, void or unenforceable, the Parties agree promptly to execute general releases that are legal and enforceable.

11. **Jurisdiction and Governing law.** This Agreement shall be governed by, and construed and enforced in accordance with, the procedural and substantive laws of the State of New Jersey, without regard to New Jersey's choice of law provisions that would call for the application of another state's law. Any dispute with regard to this Agreement shall be venued in the Superior Court of New Jersey, Atlantic County.

12. **Agreement Binding.** This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective heirs, distributees, executors, administrators, personal representatives, successors and assigns.

13. **Non-Disparagement.** The Parties and their counsel further agree that they will not make public statements disparaging any Party to this Agreement.

14. **Recording with the County Clerk.** This Agreement may be recorded with the Atlantic County Clerk's Office to evidence the provisions of the DECLARATION which are altered as to HAL and MRD by virtue of this Agreement.

Settlement Agreement and Release

15. **No Assignment.** All Parties represent that they have not assigned to anyone any claim or claims that they each respectively asserted or which could have been asserted in the LITIGATION.

16. **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties. This Agreement is not intended to, and does not, give or create any rights in any person or entity other than the Parties, including but not limited to any non-settling defendants, and no such persons or entities may utilize the Agreement in defense of any claims asserted or hereafter asserted against them.

17. **Remedies for Default.** In addition to anything herein contained, in the event any party to this Agreement defaults at any time in the performance of any obligation imposed by the terms herein, any other party may seek such remedies as are provided in law and equity or otherwise as set forth in this Agreement. In the event an enforcement action is filed to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to reimbursement of attorneys' fees and costs incurred in bringing said enforcement action.

18. **Understanding of Agreement.** The Parties acknowledge that they have carefully read and fully understand all of the terms of this Agreement, that they have had a reasonable amount of time to consider the terms of the Agreement, and that they enter into this Agreement voluntarily and with the advice of counsel.

19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. It is not necessary for the Parties to execute the same counterpart of this Agreement in order for this Agreement to become effective.

20. **Authorized Corporate Representatives.** The business entities to this Agreement represent that they have full authority to enter into this Agreement and that the individual executing

this Agreement on behalf of each party which is a business entity is a duly authorized representative with full authority to execute this Agreement and bind the entity on behalf of which he or she is executing.

21. **Modification of Agreement.** This Agreement may be supplemented, amended, or modified only by the mutual, written agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last of the dates set forth below.

TOWNE OF HISTORIC SMITHVILLE
COMMUNITY ASSOCIATION, INC.


By: RICHARD MULLIN, President

Sworn and Subscribed before me on
this 28 day of SEPTEMBER, 2017.


NOTARY PUBLIC

BARA JO FLANK
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES JUNE 3, 2022

HAL FAMILY PARTNERSHIP, L.P.



By: HORACE LONG, Managing Partner

Sworn and Subscribed before me on
this 28 day of SEPTEMBER, 2017.

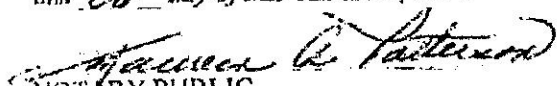

NOTARY PUBLIC

LAURA S. KLAUS
Commission # 2425458
Notary Public, State of New Jersey
My Commission Expires
September 25, 2022

MRD GALLOWAY, LLC


By: MITCHELL DAVIS, Partner/Member

Sworn and Subscribed before me on
this 28 day of SEPTEMBER, 2017.


NOTARY PUBLIC

MAUREEN A PATTERSON
ID # 2219178
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Oct. 28, 2018

Settlement Agreement and Release