

**PUBLIC NOTICE OF PROPOSED SETTLEMENT  
AND REQUEST FOR  
JUDGMENT OF COMPLIANCE AND REPOSE**

**PLEASE TAKE NOTICE** that a hearing will be held on January 30, 2012 before the Honorable Brian R. Martinotti, Superior Court of New Jersey, at 9:30 a.m. in the Bergen County Justice Center Room Number 359 (Rotunda), 10 Main Street, Hackensack, New Jersey to consider the entry of a Final Judgment of Compliance and Repose in favor of the City of Englewood, based upon a proposed Settlement Agreement, Housing Element & Fair Share Plan and Compliance Report which have been submitted to the Court in the matters captioned ERA South et al. v. City of Englewood, et al., Docket No. BER-L-233-09 and in ERA South et al. v. City of Englewood, et al., Docket No. BER-L-3319-09.

Entry of a Final Judgment of Compliance and Repose would declare the City of Englewood in compliance with its obligation to have provided and to provide realistic opportunities for the construction of housing affordable to low and moderate income households as defined in the "Mount Laurel Cases", and in the New Jersey Fair Housing Act of 1984, as amended. Entry of a Judgment of Compliance and Repose will bar for ten years any claim that the City of Englewood is failing to provide a sufficient realistic housing opportunity for the construction of housing for low and moderate income households.

In the lawsuits resulting in the settlement, the adoption of the Housing Element & Fair Share Plan, and the preparation of the Compliance Report, Plaintiffs claim, among other things, that the City of Englewood's existing zoning and land use planning practices failed to provide adequate realistic opportunities for the construction of housing affordable to low and moderate income households to meet the needs of persons residing in the City of Englewood and to meet the constitutional obligation for its present and prospective affordable housing needs. The City of Englewood has denied these claims and the parties have agreed to settle the case upon the terms that are set forth in a certain Settlement Agreement approved by all parties to the litigation.

The Settlement Agreement would have the effect of rezoning and modifying the site plan approvals previously granted under the PUD-1 zone for the project know as Englewood Commons, consisting of approximately 14.59 acres of land located on the north side of Route 4, designated on Englewood's Official Tax Map as Block 2517, Lot 3.03 and Block 2518, Lots 1.01 and 1.02, and for the project known as Flatrock Square, consisting of approximately 19 acres of land located on the south side of Route 4, designated on Englewood's Official Tax Map as Block 2605, Lots 1.01, 1.02, 2.01, 2.02, 2.03 and 2.04 and Block 2602, Lots 3.01, 3.02, 3.03 and 3.04.

As modified, the approvals would eliminate the following structures from the previously granted approvals: (a) as to Englewood Commons, an office building with a floor area of 187,358 square feet; and (b) as to Flatrock Square; an office building with a floor area of 236,871 square feet, a retail/office structure with 9,000 square feet of retail space and 27,000 square feet of office space; a 274 room hotel. The Settlement Agreement would also eliminate from the Flatrock Square project an additional 40,000 square feet of retail space for which approvals had not been obtained.

In their place, the following new structures would be permitted: (a) as to Englewood Commons, an office building with a minimum of 40,000 square feet and a maximum of 200,000 square feet; parking for the office building and parking required for the previously approved development within the PUD-1 Overlay Zone; and (b) as to Flatrock Square, a hotel with between 140 and 225 rooms, which may be an extended stay hotel; retail uses of no more than 15,000 square feet; an office building with a minimum 40,000 square feet and a maximum 200,000 square feet and associated parking to serve the building and also parking required for the previously approved development within the PUD-1 Overlay Zone; and 195 multi-family residential units with no unit having more than 2 bedrooms.

In addition, the Settlement Agreement provides as follows:

1. The City shall adopt an amendment of the PUD-1 Overlay Zone implementing the Settlement Agreement.
2. Various Agreements among the parties set forth in Section 12 of the Settlement Agreement shall be amended.
3. Amendment of the site plan and subdivision approvals previously granted for development of the properties which are the subject of the litigation under the PUD-1 Overlay Zone shall be granted in accordance with Section 13 of the Settlement Agreement.

4. Development of the North Side Property and the South Side Property as defined in the Settlement Agreement, including future development in accordance with the terms of the Settlement Agreement, will not generate any additional affordable housing obligation for the City of Englewood beyond that specified in the Housing Element & Fair Share Plan and the Compliance Report and will not result in the imposition upon the Plaintiffs of any affordable housing obligation, either for actual construction of affordable housing or payment in lieu of such construction.
5. The City's Amended Housing Element & Fair Share Plan shall be approved by the Court as an acceptable Plan for compliance with the City's prospective affordable housing obligation for a period of not less than ten years from the date of entry of the Judgment of Compliance and Repose.
6. The City shall be granted a period of repose from exclusionary zoning litigation for a period of not less than ten years from the date of the entry of the Judgment of Compliance and Repose.
7. The City shall be authorized to have previously imposed and collected and to continue to impose and collect residential and non-residential development fees and to maintain those fees in the City's Affordable Housing Trust Fund during the period of repose in accordance with the Judgment, subject to applicable law.
8. The City's Amended Housing Element and Fair Share Plan shall be subject to amendment or revision at the option of the City, based upon new legislation, regulation or judicial decisions, but such amendment or revision shall not alter the rights or obligations of the Plaintiffs under the Settlement Agreement or the duties of the Defendants concerning the development of the North Side Property or the South Side Property and shall be subject to approval by the Court after a public hearing.
9. The City shall not repeal, modify, or amend the PUD-1 Overlay Zone, as amended in accordance with the Settlement Agreement, or any other municipal ordinance in effect as of the effective date of the Settlement Agreement that affects the use or development of the properties which are the subject of the litigation, for a period of ten years from the operative date of the Settlement Agreement as so defined in the Settlement Agreement, except with the written approval of the Plaintiffs.
10. The claims, counterclaims, third party claims, cross-claims, and defenses between or among Plaintiffs, Defendants and Cross-Claimants in the litigation are dismissed with prejudice.
11. The Court retains jurisdiction for the limited purpose of enforcing the Judgment, including the Settlement Agreement.

The Housing Element and Fair Share Plan provides that Englewood, which was a pioneer in providing housing affordable to low and moderate income households, has created sufficient safe, decent housing affordable to low and moderate income households to satisfy the prior round and prospective need components of its fair share housing obligation and that Englewood will facilitate the rehabilitation of 79 additional units of physically substandard housing occupied by low and moderate income households through the Englewood Housing Authority and Bergen County Home Improvement Program to satisfy the rehabilitation component of its fair share housing obligation.

The full text of the proposed Settlement Agreement, the Housing Element & Fair Share Plan, and the Compliance Report may be examined and copied during regular business hours at the Office of the City Clerk of the City of Englewood, located at the Municipal Building, 2-10 North Van Brunt Street, Englewood, New Jersey, or by appointment at the office of any of the following attorneys:

**Edward J. Buzak, Esq.**  
The Buzak Law Group, LLC  
150 River Road, Suite N-4  
Montville, NJ 07045  
(973) 335-0600  
**William J. Bailey, Esq.**  
Huntington Bailey, L.L.C.

373 Kinderkamack Road  
Westwood, New Jersey 07675  
(201) 666-8282

**Michael Edelson, Esq.**  
Helling Lindeman Goldstein & Siegal, LLP  
One Gateway Center  
Newark, New Jersey 07102-5386  
(973) 621-9020

**Stephen M. Eisdorfer, Esq.**  
Hill Wallack, LLP  
202 Carnegie Center  
Princeton, New Jersey 08540  
(609) 924-0808

Any interested party, including any low or moderate income person residing in northern New Jersey, any organization representing the interests of low and moderate income persons, any owner of property in the City of Englewood, or any organization representing the interests of owners of property in the City of Englewood, may file objections to the proposed Settlement Agreement, Housing Element & Fair Share Plan or Compliance Report and may present evidence in support of such objections. Objections must be filed in writing, together with copies of any supporting affidavits or documents, on or before January 10, 2012 with the Honorable Brian R. Martinotti, Superior Court of New Jersey, Bergen County Justice Center, Room Number 359 (Rotunda), 10 Main Street, Hackensack, New Jersey 07601 and each of the attorneys listed above.

Any person wishing to be heard, whether or not an objection has been filed, shall advise the Court and all counsel of record in writing on or before January 20, 2012. Failure to provide such written notice will preclude presentation of any evidence, oral presentation or argument.

This Notice is given by Order of the Superior Court. It is intended to inform all interested parties of the existence of the proposed settlement and the possible consequences of Court approval of the Settlement Agreement, Housing Element & Fair Share Plan and Compliance Report and the entry of a Judgment of Compliance and Repose. It does not indicate any view by the Court as to the merits of the lawsuits, the fairness, reasonableness or adequacy of the proposed settlement, or whether the Court will approve the settlement or enter a Judgment of Compliance and Repose as set forth herein.

Lauren Vande Vaarst, RMC  
City Clerk  
City of Englewood