

RAMAPOUGH MOUNTAIN INDIANS,  
INC. et al,

Plaintiff,

-v-

RAMAPO HUNT AND POLO CLUB  
ASSOCIATION, INC. et al,

Defendant.

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

Civ. No. 2:18-cv-09228

### **SETTLEMENT AGREEMENT**

This Settlement Agreement (the “Agreement”), is entered into as of the Effective Date (as defined below) by and between Ramapough Mountain Indians, Inc. (the “RMI”) and the Ramapough Lenape Nation, having an address of 189 Stag Hill Road, Mahwah, New Jersey 07430 (collectively, the “Ramapough”) on the one hand, and the Ramapo Hunt & Polo Club Association, Inc., having an address of PO Box 575, Mahwah, N.J. 07430 (the “HOA”) on the other hand, in connection with the Ramapough Action (as defined below). The Ramapough and the HOA are collectively referred to herein as the “Parties,” and each, a “Party.”

### **PREAMBLE**

**WHEREAS**, a dispute arose between the Parties concerning the Ramapough’s use of their land at 95 Halifax Road in Mahwah, New Jersey (“95 Halifax Road”);

**WHEREAS**, in relation to such dispute, on September 22, 2017, the HOA filed a Complaint, captioned *Ramapo Hunt & Polo Club Association, Inc. v. Ramapough Mountain Indians, Inc. and Township of Mahwah*, Docket No. BER-L-006409-17, in the Superior Court of New Jersey Law Division – Bergen County (the “HOA Superior Court Action”);

**WHEREAS**, on May 14, 2018, the Ramapough filed a Complaint in the United States District Court for the District of New Jersey captioned *Ramapough Mountain Indians, Inc. and Ramapough Lenape Nation v. Township of Mahwah, Ramapo Hunt & Polo Club Association, Inc., et al.*, Case No. 2:18-cv-09228-CCC-JBC;

**WHEREAS**, on April 1, 2019, the HOA filed a Tax Appeal Complaint in the Tax Court of New Jersey, captioned *Ramapo Hunt & Polo Club Association, Inc., v. Township of Mahwah and Ramapough Mountain Indians, Inc.*;

**WHEREAS**, on May 3, 2019, the Honorable Robert C. Wilson of the Superior Court of New Jersey Law Division – Bergen County, entered an *Order Dismissing Matter As Tried To Completion* for reasons stated on the record in the HOA Superior Court Action;

**WHEREAS**, on June 28, 2019, the RMI entered into a settlement agreement with the Township of Mahwah (the “RMI/Mahwah Settlement Agreement”);

**WHEREAS**, the HOA does not agree that the RMI have the right to the use of its bridge and roads unless and until just compensation is paid in Civil Action Number 2:20-cv-09313. No term of this settlement shall be construed to indicate the HOA’s agreement to the contrary;

**WHEREAS**, on September 17, 2019, the Ramapough filed an Amended Complaint in the United States District Court for the District of New Jersey, captioned *Ramapough Mountain Indians, Inc. and Ramapough Lenape Nation v. Ramapo Hunt & Polo Club Association, Inc.*, Case No. 2:18-cv-09228-CCC-JBC (the “Ramapough Action”);

**WHEREAS**, Ramapough Lenape Nation reserve their rights as a sovereign entity and New Jersey state-recognized tribe, and will permit RMI to engage with the Township of Mahwah and the State of New Jersey’s permitting requirements without prejudice to their inherent right as a self-governing entity, sovereign people and right to engage in government-to-government intergovernmental land relations;

**WHEREAS**, the HOA is currently litigating *Ramapo Hunt and Polo Club, Inc., et al v. Mahwah*, 2:20-cv-09313, which challenges the RMI/Mahwah Settlement Agreement as a taking of property without just compensation. The HOA represents as part of this Agreement that it is not litigating in 2:20-cv-09313 to overturn the RMI/Mahwah Settlement Agreement but is merely seeking compensation for it from Mahwah. Nothing in this Agreement is an acquiescence or consent by the HOA to the RMI/Mahwah Settlement Agreement or to the Ramapough Lenape Nation’s assertion of sovereignty. The HOA’s position on the sovereignty claim is the same as the New Jersey State Attorney General’s, that is New Jersey’s acknowledgement of official Tribal recognition is not intended to provide the Tribe with sovereign immunity or in any way exempt or immunize the Tribe from any federal, state or local laws, regulations or ordinances including, but not limited to, criminal, civil, tax, land use or zoning, or motor vehicle laws.

**WHEREAS**, the Parties now desire to amicably settle and compromise their interests, disputes and differences as set forth herein.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. **Settlement.**

As a condition of the below promises, the Parties agree that neither is a prevailing party in the Ramapough Action and each Party hereby forever releases, remises and forever discharges the other Party and its officers, officials, agents, employees, and past and present members against whom any action could have been brought, from the actions, causes of action, claims, and demands, whether at law or equity, which are included or could have been included in the Ramapough Action.

It is expressly understood and agreed that nothing contained in this Agreement shall be construed as, nor shall be represented by any Party, their attorneys or their agents to be, an admission or determination of liability by such Party, such liability being expressly denied.

Additionally, it is further agreed that this Agreement shall not be used by a Party as evidence in

any proceeding against the other Party, except for any action arising from the breach of this Agreement.

1. Monetary Compensation:

- (a) The Parties agree that the particular quantities that constitute the amounts of the monetary terms of this Agreement are Confidential Information (as defined below).
- (b) The HOA will pay the RMI a maximum of [REDACTED] in total monetary compensation, to be paid as follows.
- (c) The Parties acknowledge and agree that because the relocation of the proposed access point and closure of the two current access points is an essential and material term of this Agreement, without which the HOA would not have entered it, the entirety of the Compensation is to be placed in escrow within 20 days of execution of this Agreement and subject to the following:
  - [REDACTED] payment within 20 days of the execution of this Agreement,
  - [REDACTED] payment upon opening of the proposed access point and permanent closure of the two current access points, and
  - [REDACTED] maximum payment upon production of receipts for permitting costs and payments to equal incurred costs.
- (d) Wire Payment Instructions: Direct payment and payment by escrow shall be made via wire transfer to the bank account held by the Ramapough with the details enclosed in Appendix 1 attached hereto (the “Wire Payment Instructions”). The Parties agree that the Wire Payment Instructions are Confidential Information (as defined below).

2. Independent Survey of Halifax Road and Bridle Path Lane:

- (a) The Parties recognize the validity of the attached survey of Halifax Road and Bridle Path Lane attached hereto as Exhibit A.
- (b) The Parties’ recognition of the validity of Exhibit A is without prejudice to their positions regarding the Ramapough’s access to 95 Halifax Road.

3. Access Point Relocation & Permit Application Process:

- (a) The RMI shall open an access point off Halifax Road, in the approximate location identified on Exhibit B. Once the access point is opened, the RMI will cease using the current woodchip drive on Bridle Path Lane, which will be permanently closed with appropriate landscaping within 30 days of the new access point construction. Once the new access point is opened, the RMI will immediately cease using the access point next to the bridge.
- (b) It is expected that the RMI will secure the required DEP and Mahwah approval, if necessary to conform with all applicable rules and regulations, for the construction of the new access point off Halifax Road per the Mahwah Settlement Agreement.

4. Tax-Exempt Status, Green Acres, and Tax Cases:

- (a) The HOA will not file any administrative, judicial or other challenge to the tax-exempt status of 95 Halifax Road (including but not limited to a challenge to any Green Acres status) for a period of at least nine years from the Effective Date of this Agreement provided that the RMI continue to obtain renewals of 95 Halifax Road's Green Acres status by the NJDEP during that time period.
- (b) The RMI agree not to unreasonably restrict access to HOA members to its Green Acres property in accordance with New Jersey Administrative Code § 7:35-1.2.

5. Signs:

- (a) The HOA agrees to remove the "no parking" signs identified as 1, 2, 3, 4 and 5 on Exhibit C attached hereto, upon opening of the new access point on Halifax Road and closure of the currently used two access points.
- (b) If safety issues persist because of Ramapough members or their invited guests violating the parties' agreements prohibiting parking on or along Halifax Road and Bridle Path Lane on land owned by the HOA indicated in the survey attached hereto as Exhibit A, the HOA reserves the right to reinstall the signs in accordance with section 6(b)(2).
- (c) The HOA agrees with and shall not raise any objection with the Township of Mahwah regarding the placement of a Ramapough prayer sign on RMI property adjacent to the existing obelisk on 95 Halifax Road, as shown in Exhibit D, attached. The Parties agree that all signs shall comply with applicable Township ordinances.

6. Parking:

- (a) Before and after the new access point is opened, the Ramapough will maintain on their website<sup>1</sup> instructions that those visiting 95 Halifax Road should not park on or along Halifax Road or Bridle Path Lane on land owned by the HOA. The RMI will further actively manage the prohibition of parking on HOA property.
- (b) Representatives of Parties: Each Party shall maintain a designated representative whom the other Party may contact for purposes of parking issues, whose designation and contact information shall be kept current. If the HOA or its members have any concerns regarding parking by Ramapough or Ramapough guests, the HOA's designated representative will contact the Ramapough's designated representative.
  - 1. As of the Effective Date of this Agreement, the HOA designates Wayne Richman to act as the HOA's representative and the Ramapough designate Eileen DeFreece as the Ramapough's representative for purposes of parking issues. Any representative may be replaced with a new or successor representative through notice by email or text message, provided that there is no indication that the notice was not received.
  - 2. The HOA retains the right to place No-Parking signs on Halifax Road and

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<sup>1</sup> Ramapough Facebook Page,  
[https://m.facebook.com/story.php?story\\_fbid=2785311211731023&id=1750262388569249](https://m.facebook.com/story.php?story_fbid=2785311211731023&id=1750262388569249).

Bridle Path Lane. The HOA shall not place No-Parking signs on the RMI's side of the Halifax Road or Bridle Path Lane unless safety issues persist, and then only after good faith communications regarding those safety issues between the parking representatives. All other issues, if any, concerning the parking on the RMI's side of Halifax Road or Bridle Path Lane shall be resolved between the parking representatives.

7. Other Agreements:

- (a) The HOA represents that it has circulated the RMI/Mahwah Settlement Agreement to all members and will instruct its members not to call the police for holding events described by the RMI/Mahwah Settlement Agreement. In a spirit of neighborly courtesy, the RMI may notify the HOA of events planned as described in the RMI/Mahwah Settlement Agreement so that the HOA can notify its members in support of RMI members' privacy and to avoid unnecessary calls to the police.
  - (b) The Parties will instruct their members to treat each other with dignity and respect as neighbors.
  - (c) The HOA will not, and the HOA will instruct its members not to, record or surveil Ramapough ceremonial areas and ceremonial events in any fashion, including, but not limited to, photography, videography, or drone surveillance. The Ramapough will not, and the Ramapough will instruct its members not to, record or surveil HOA members' homes and family events in any fashion, including, but not limited to, photography, videography, or drone surveillance. This paragraph does not prevent either Party from recording a threat or illegal activity.
  - (d) The Parties agree that the Ramapough counsel may verify the field of vision of the HOA's bridge cameras on one occasion within 21 days of signing this Agreement to ensure they are not directed at ceremonial areas.
8. Ramapough Action: On June 2, 2021, a 60 Day Order Administratively Terminating Action was filed. The Parties will comply with the terms of said Order, subject to any further extensions or amendments to such order. The Parties further agree that dismissal with prejudice of the Ramapough Action shall not impact the Court's retention of jurisdiction to hear any claim or proceeding brought to enforce this Agreement. The Parties shall bear their own legal fees and costs.

**B. Miscellaneous Terms and Conditions.**

- 1. Review by Counsel: The Parties acknowledge that they have had the opportunity to review the substance and form of this Agreement with counsel of their choice. Accordingly, this Agreement shall be construed fairly as to all signatories, and it shall not be construed for or against any signatory on the basis that such person participated in drafting it.
- 2. Choice of Law: This Agreement shall be governed in accordance with the Laws of the State of New Jersey and the United States of America.
- 3. Exclusive Jurisdiction: Except where expressly provided otherwise herein, any dispute relating to or arising out of this Agreement shall be subject to the exclusive jurisdiction of the United States

District Court for the District of New Jersey (the “Court”). In the event that the Court does not have subject matter jurisdiction, then the Parties may seek relief in a court of appropriate jurisdiction.

4. Entire Agreement: This Agreement contains the complete understanding and entire Agreement among the Parties and supersedes any and all prior agreements or understandings, oral or written, respecting the subject matter of this Agreement.
5. Binding Effect: This Agreement is binding upon and inures to the benefit of the Parties’ respective legal representatives, employees, agents, officials, heirs, administrators, representatives, executors, successors and assigns to the extent permitted by law.
6. No Oral Modifications: This Agreement may be modified, in whole or in part, only by an agreement in writing executed by the Parties.
7. Investigation: Each of the Parties has read this Agreement carefully, knows and understand the contents of this Agreement, and has made such investigation of the facts pertaining to the settlement of the Action, this Agreement, and of all matters pertaining to this Agreement as it deems necessary or desirable.
8. Authorization: Each of the Parties hereto represent and warrant that they have been duly authorized to enter into this Agreement and have the consent of their respective officials, partners, officers, trustees and/or directors to enter into this Agreement.
9. Knowing and Voluntary Signatures: The undersigned further state that they have carefully read the foregoing Agreement, know and understand the contents of the foregoing Agreement, and sign same of their own free act. The Parties have been represented by counsel and have had adequate and full opportunity to discuss the terms of this Agreement with their counsel and the ramifications associated therewith. The Parties agree to effectuate the terms of this Agreement in good faith.
10. Retention of Jurisdiction: The Parties agree that the Court, and, subject to availability, the Honorable James Clark, shall be requested to retain jurisdiction to enforce the terms of this Agreement. In the event the Court finds that a Party has breached this Agreement, the Court will have the power to enforce this Agreement in equity, including through the issuance of injunctive relief.
11. Severability/Preamble/Recitals: In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired thereby. The preamble to this Agreement and its “whereas” clauses are integral to this Agreement and are considered material terms and understandings of it.
12. Execution in Counterpart: This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile or emailed signatures shall have the same force and effect as original signatures.
13. Headings: The headings provided for any paragraph in this Agreement, if any, are for the convenience of the Parties, are not intended to modify the terms of the Agreement, and shall not be deemed to be part of the Agreement for purposes of interpreting the contents of each paragraph.

14. Reservation of Rights: Nothing herein is intended to, does or shall be deemed in any manner to waive, limit, or restrict any existing legal rights of the Parties nor the ability of any Party hereto to protect and preserve its Constitutional rights, remedies, and interests under the laws of New Jersey, the United States, and International Law.
15. Force Majeure. No Party hereto shall be in default of this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations hereunder (other than the payment of money) if such delay or failure is caused by acts of God, acts of civil or military authority, embargoes, acts of terrorism, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, severe weather conditions, labor problems or unavailability of parts or material, or, in the case of computer systems, any failure in electrical or air conditioning equipment, or other events that arise from circumstances beyond the reasonable control of such Party. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay.
16. Confidentiality: Each Party hereto agrees that it shall treat in confidence all information expressly designated in this Agreement as “Confidential Information.” Confidential Information shall not be communicated to any third party (other than to the Parties’ respective counsel, accountants, financial or tax advisors, consultants or lenders or employees who need to know such Confidential Information). For the avoidance of doubt, the members of each Party are not third parties. No Person shall use any Confidential Information in any manner whatsoever except solely for the purpose of carrying out the transactions contemplated by this Agreement or as otherwise contemplated by this Agreement. The foregoing confidentiality and nondisclosure obligations shall not apply to the extent any such Confidential Information is required to be disclosed (A) by applicable law, (B) in connection with audits or examinations by or in response to requests from any governmental entity or regulatory authority, or (C) pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial or administrative or legislative body or committee; provided that, in any such event, to the extent practicable and legally permitted, the Party required to disclose such information provides the other Party with prompt advance notice of such required disclosure so that such other Party shall have the opportunity, if it so desires, to seek a protective order or other appropriate remedy.
17. Agreement to Meet and Confer: The Parties agree to meet and confer on or around six months after the Effective Date to review administration and operation of the terms of the Agreement.
18. Effective Date: As soon as this Agreement is approved by the Council of the Ramapough and the HOA members and subsequently executed by both Parties to indicate such approval, this Agreement shall become effective (the “Effective Date”).

IN WITNESS WHEREOF, the Parties hereby execute the Agreement as of the dates written below.

Signature: *Dorine C. Peary*

Printed Name: Dorine C Peary

Title: Chief

Date: 4-6-2022

Representative for the Ramapough Lenape Nation

Signature: *Stewart DeGroat Jr*

Printed Name: Stewart DeGroat JR

Title: EXECUTIVE DIRECTOR

Date: APR 1-2-2022

Representative for Ramapough Mountain Indians, Inc.

DocuSigned by:

*Steve Wagner*

8618C97AD1ED479

Signature: \_\_\_\_\_

Printed Name: Steve Wagner

Title: \_\_\_\_\_

Date: 3/31/2022

Representative for Ramapo Hunt & Polo Club Association, Inc.



**Exhibit "A"**

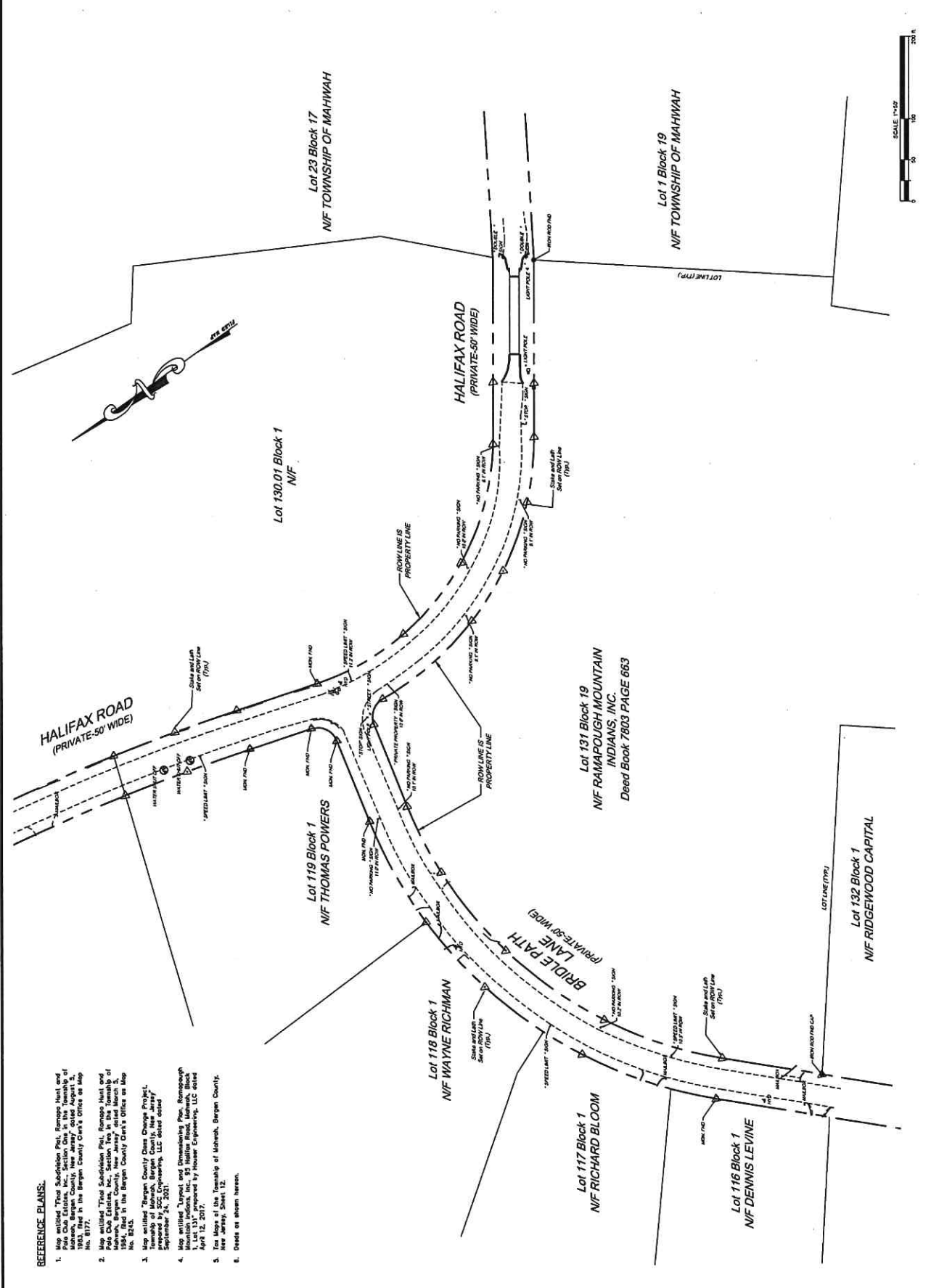
1	REVISION
2	
3	
4	
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6	

PLAT NO. 2021-0001  
 DATE: 08/11/2021  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]



Bowman Consulting Group Ltd  
 100 D.L.R.  
 240222200  
 100 D.L.R.

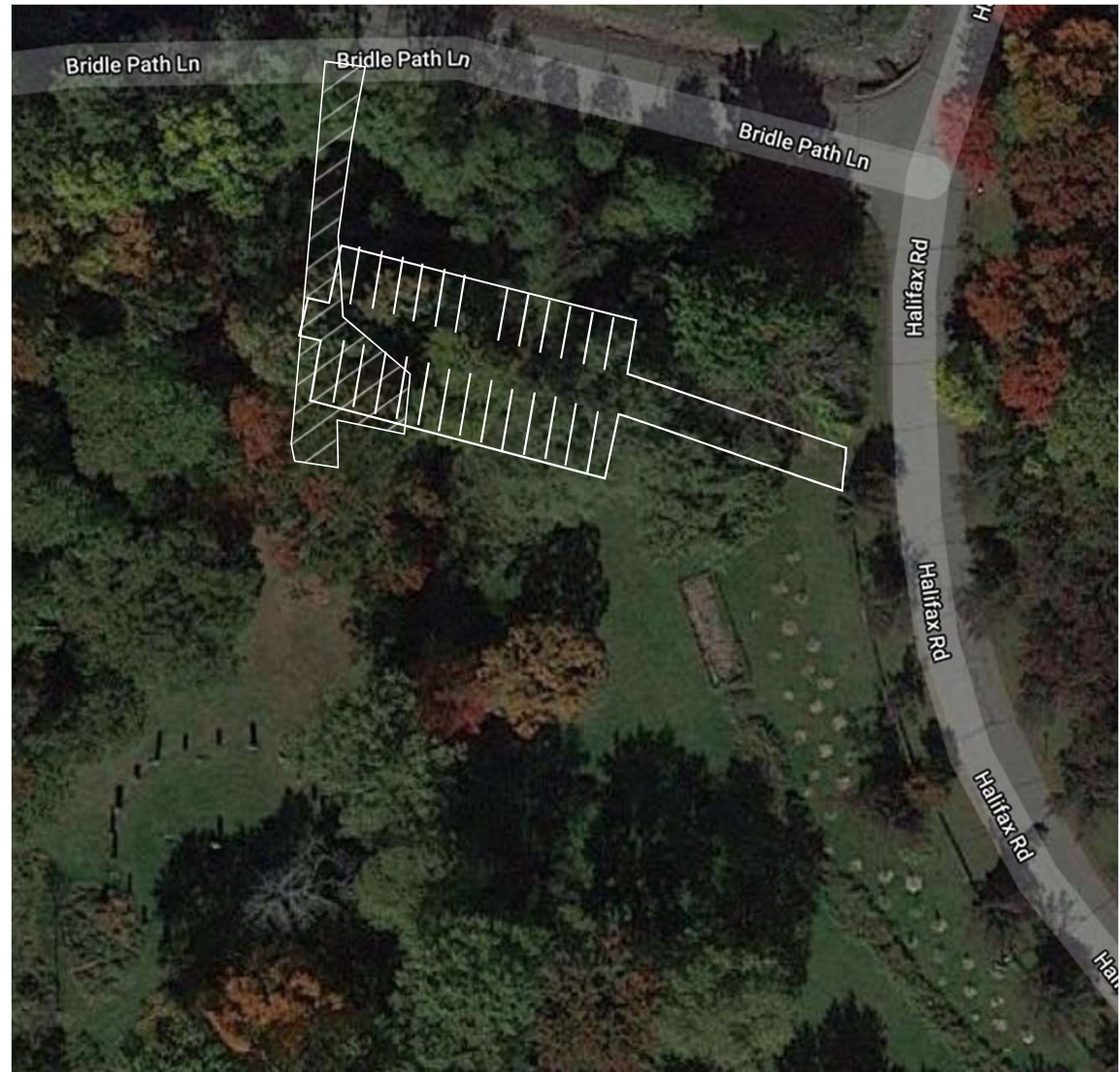
RAMAPO HUNT AND POLO CLUB  
 PROPERTY LINE AND BRIDLE PATH LANE  
 TOWNSHIP OF MAHWAH, BERGEN COUNTY, NEW JERSEY



- REFERENCE PLANS:**
- Map entitled "The Subdivision Plat, Ramapo Hunt and Polo Club Estates, Inc., Section One, in the Township of Mahwah, Bergen County, New Jersey" dated August 3, 2017, in the Bergen County Clerk's Office at Map No. B177.
  - Map entitled "Tract Subdivision Plat, Ramapo Hunt and Polo Club Estates, Inc., Section Two, in the Township of Mahwah, Bergen County, New Jersey" dated August 3, 2017, in the Bergen County Clerk's Office at Map No. B245.
  - Map entitled "Bergen County Class Change Project, Township of Mahwah, Bergen County, New Jersey" dated September 24, 2021.
  - Map entitled "Layout and Dimensioning Plan, Ramapough Mountain Indians, Inc. 95 Halifax Road, Mahwah, Block 19, Subdivision Plat, Ramapough Mountain Indians, Inc. dated by Tucker Engineering, LLC dated April 12, 2017.
  - Top Maps of the Township of Mahwah, Bergen County, New Jersey, Sheet 12.
  - Deeds as shown herein.

## Exhibit B

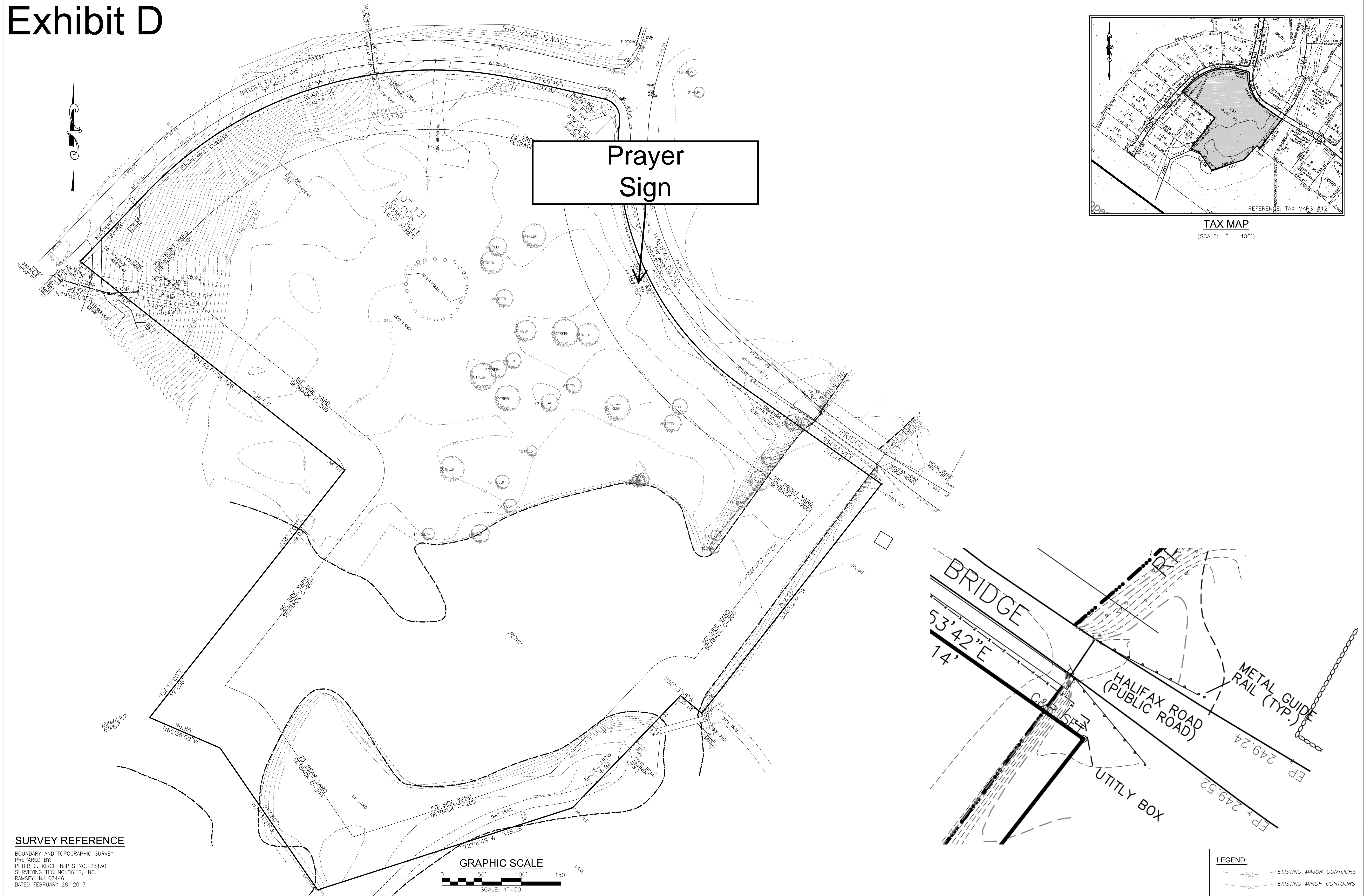
**NOTE:** Rough approximate location of new access point shown here for purposes of illustrating the parties' mutual understanding of its approximate location.



# Exhibit C



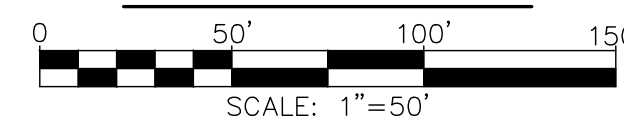
# Exhibit D



## SURVEY REFERENCE

BOUNDARY AND TOPOGRAPHIC SURVEY  
 PREPARED BY:  
 PETER C. KIRCH NJPLS NO. 23130  
 SURVEYING TECHNOLOGIES, INC.  
 RAMSEY, NJ 07446  
 DATED FEBRUARY 28, 2017

## GRAPHIC SCALE



## Prayer Sign



ANUSHIIK KÍISHEELUMUKWEENGW  
ÉELU MÍLUYEENGW KUKUNA ÁHKUY

THANK YOU CREATOR FOR GIVING US  
OUR MOTHER EARTH  
-LUNAAPE PRAYER

[SAVENATIVESITES.COM](http://SAVENATIVESITES.COM)

## Appendix 1 Wire Payment Instructions

Account Holder Name: [REDACTED]

Bank: [REDACTED]

Bank Address: [REDACTED]

Routing Number: [REDACTED]

Account Number: [REDACTED]