

**AGREEMENT**

**THIS AGREEMENT** (the " Agreement") is made and dated as of the day of July 26, 2021, by and among:

**the COUNTY OF MIDDLESEX**, a body politic and corporate of the State of New Jersey, having an address of: Administration Building, 75 Bayard Street, P.O. Box 871, New Brunswick, New Jersey 08903-0871 (the "County"); and

**MILLTOWN FORD AVENUE REDEVELOPERS LLC as assignees of BORAIE DEVELOPMENT, LLC** ("Developer"), having an address of 120 Albany Street, New Brunswick, New Jersey 08901; and

**MILLTOWN FORD AVENUE REDEVELOPMENT AGENCY** ("MFARA"), a redevelopment agency created by the Borough, having an address of: Borough of Milltown, Municipal Building, 39 Washington Avenue, Milltown, New Jersey 08850 (the "Agency" or "MFARA"); and

**BOROUGH OF MILLTOWN**, a body politic and corporate of the State of New Jersey, having an address at Municipal Building, 39 Washington Avenue, Milltown, New Jersey 08850 ("Borough").

**WITNESSETH**

**WHEREAS**, pursuant to the provisions of Chapter 37 of the Laws of 1993 of the State of New Jersey, as amended and supplemented, N.J.S.A. 40:12-15.1 et seq. (the "Open Space Act"), the County submitted and placed upon the ballot at the November 7, 1995 election, a proposition to be approved by the voters of the

County, which proposition asked whether the County should establish a system of public recreation, including parks, open space and playgrounds, and annually levy the rate of one cent (\$.01) per one hundred dollars (\$100) of equalized assessed value on all property within the County for the purposes of raising moneys to acquire and improve lands or water areas for conservation as open space or farmland and annually appropriate revenue for such purpose (the "1995 Proposition"); and

**WHEREAS**, the majority of voters in the County voted in favor of and approved such 1995 Proposition; and

**WHEREAS**, the County developed The Middlesex County Open Space and Recreation Master Plan, which plan revised and amended a previous master plan and such master plan, as revised and amended (the "Master Plan"), and which Master Plan has been accepted by the County pursuant to a resolution adopted by the governing body of the County on March 6, 2003; and

**WHEREAS**, the Master Plan establishes the parameters and the process for the acquisition of lands within the County to be used for open space, farmland preservation and historical preservation to assure that sufficient open space and recreational improvements will be available for the existing and future needs of the residents of the County; and

**WHEREAS**, the County is desirous of acquiring additional properties in Milltown for the purposes of implementing the Master Plan such properties including within the Borough of Milltown a portion of the Ford Avenue Redevelopment Area as shown on the Concept Plan (Exhibit "A") which land is located adjacent to Mill Pond and on the eastern end of the Redevelopment Property; and

**WHEREAS**, on September 13, 2001, the Mayor and Borough Council of the Borough of Milltown adopted Ordinance No. 01-1112 creating the Milltown Ford Avenue Redevelopment Agency pursuant to the Local Redevelopment Law *N.J.S.A. 40A:12A-1 et.seq.* ("LRHL"), and the Agency was designated as the Borough's redevelopment entity to carry out the Redevelopment Plan; and

**WHEREAS**, on April 22, 2002, the Mayor and Borough Council of the Borough of Milltown adopted by Ordinance No. 02-1120 a Redevelopment Plan entitled "Milltown Ford Avenue Redevelopment Plan for the Ford Avenue Redevelopment Area"

dated March 15, 2002 (such Redevelopment Plan, as revised and amended through October 15, 2019, the "Redevelopment Plan"); and

**WHEREAS**, the County, MFARA and the Developer, have agreed that the original agreement among the County of Middlesex, the Milltown Ford Avenue Redevelopment Agency and Boraie Development, LLC executed in 2006 ("**2006 Agreement**") arising out of the same or related facts and transactions as those set forth in the within Agreement, such 2006 Agreement having been authorized by resolution of the governing body of the County duly adopted on February 2, 2006 and by resolution of MFARA duly adopted January 24, 2006, shall be superseded and that this Agreement shall take its place; and

**WHEREAS**, Developer has been appointed Redeveloper by MFARA of an approximately 22 acre site known as Block 58, Lot 1.01, 1.02, 1.03 and 1.07 and Block 59.01, Lot 5.01 ("Redevelopment Property" or "Property") and wishes to assist MFARA and County in acquiring the Property, consisting of both the Development Parcel for Developer and the Open Space Parcel for the County as show on the attached Concept Plan ("Exhibit A"); and

**WHEREAS**, a metes and bounds description of the Development Parcel and a metes and bounds description of the Open Space Parcel will be developed by Developer, and attached hereto when completed as Exhibit B (Open Space Parcel) and Exhibit C (Development Parcel); and

**WHEREAS**, pursuant to the LRHL, MFARA issued a Request for Development Proposals and Request for Qualifications for the development of the Redevelopment Area in accordance with the Redevelopment Plan, and selected Boraie Development, LLC to designate as the redeveloper of the Redevelopment Area; and

**WHEREAS**, subsequent thereto, MFARA entered into the redevelopment agreement between MFARA and Boraie Development, LLC on February 14, 2013 (such amended redevelopment agreement, as revised and amended, the "**Redevelopment Agreement**"); and

**WHEREAS**, the Boraie Development, LLC provided notice to MFARA on June 24, 2013 that it was unable to obtain a contract to purchase the Redevelopment Property through good faith negotiations; and

**WHEREAS**, Boraie Development, LLC assigned the Redevelopment Agreement and the development rights thereunder to Milltown Ford Avenue Redevelopers LLC on December 11, 2018; and

**WHEREAS**, MFARA adopted a resolution on September 24, 2019 authorizing the acquisition of the Redevelopment Property by purchase or condemnation, and also approving the appraisal report, planning report and demolition cost estimate as well as the hiring of outside special legal counsel; and

**WHEREAS**, MFARA sent an offer letter ("**Offer**") to the owners of the Redevelopment Property on October 2, 2019 for the authorized amount of \$1,750,000.00 in accordance with the Eminent Domain Act of 1971 ("**Eminent Domain Act**"), N.J.S.A. 20:3-1, et seq.; and

**WHEREAS**, the Offer was rejected such that the MFARA determined it could not acquire title to the Redevelopment Property by agreement with the owners through bona fide negotiations; and

**WHEREAS**, on November 22, 2019, MFARA filed a Verified Complaint in condemnation in the Superior Court of New Jersey, Law Division of Middlesex County, Docket No. MID-L-007929-19, as to the Redevelopment Property pursuant to its various powers under the LRHL related to redevelopment, including the power granted under N.J.S.A. 40A:12A-8(c) to acquire land and buildings by condemnation in the manner provided by the Eminent Domain Act; and

**WHEREAS**, prior to the return date of January 24, 2020 of the Amended Order To Show Cause entered on December 2, 2019, the United States, a defendant in the action, removed the condemnation action from the New Jersey state court to the United States District Court for the District Of New Jersey, Case 3:19-cv-21494-MAS-DEA, pursuant to 28 U.S.C. § 1444 on December 18, 2019; and

**WHEREAS**, a Consent Order was entered on November 17, 2020 confirming the authority of MFARA's power of eminent domain and appointing condemnation commissioners to determine just compensation; and

**WHEREAS**, the County is desirous of acquiring an approximately 11 acre portion of the Redevelopment Property as depicted on the Concept Plan attached hereto and incorporated by reference herein, such lands bordering Mill Pond and extending to the eastern area of the site within the Borough of Milltown (the "**Open Space Parcel**") for passive recreational and open space purposes; and

**WHEREAS**, the approximately 11 acre remainder of the Redevelopment Property which is not the Open Space Parcel (the "**Development Parcel**") is depicted on the Concept Plan in Exhibit A and is to be developed by the Developer in accordance with the Redevelopment Plan; and

**WHEREAS**, the Developer will provide an easement on property adjoining a portion of the Open Space Parcel, as depicted both on attached Concept Plan (Exhibit A) which property will serve as an additional buffer from Mill Pond; and

**WHEREAS**, the Borough and MFARA are desirous of the County acquiring the Open Space Parcel for passive recreational and open space purposes; and

**WHEREAS**, the Open Space and Recreation Advisory Committee for the County has recommended the acquisition of the Open Space Parcel as being in part a linear open space identified in the County's Master Plan as the Lawrence Brook Linkage; and

**WHEREAS**, the County has authorized the acquisition of the Open Space Parcel for passive recreational and open space purposes in accordance with the provisions of the Master Plan and Open Space Act; and

**WHEREAS**, the Borough intends to further amend the Redevelopment Plan to permit the Development Property to be developed in part as a residential development with approximately 300 residential units, 70 of which are for low and moderate households and with the Open Space Parcel consisting of a portion along Mill Pond and the eastern most portion of the property being used for passive recreation, all as shown on the attached Concept Plan ; and

**WHEREAS**, after MFARA acquires the property it intends to convey the parcel described on Exhibit C as the Development Parcel to the Developer and parcel described on Exhibit B as the Open Space Parcel to the County; and

**WHEREAS**, after acquiring and improving the property for open space, the County intends to enter into a maintenance agreement with the Borough whereby the Borough would at its cost and expense maintain the Open Space Parcel; and

**WHEREAS**, the Board of County Commissioners, by resolution duly adopted on July 15, 2021, approved this Agreement and the execution and delivery thereof to the other parties hereto; and

**WHEREAS**, the MFARA, by resolution duly adopted July 20, 2021, has approved this Agreement and the execution and delivery thereof to the other parties hereto; and

**WHEREAS**, the Borough, by resolution duly adopted on July 19, 2021, has approved this Agreement and the execution and delivery to the other parties; and

**WHEREAS**, Developer has approved this Agreement and the execution and delivery to the other parties; and

**WHEREAS**, the parties (other than the Borough) executed the original Tri Party Agreement to acquire an Open Space Parcel for the County and wish to cancel that Agreement and execute this Agreement to confirm that they still wish to pursue an open space acquisition and to memorialize their respective rights and obligations, understandings and undertakings with respect to their participation in the acquisition of the Property by MFARA and the conveyance of the Open Space Parcel to the County, the conveyance of the Development Parcel to the Developer and the maintenance of the Open Space Parcel by the Borough.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration and their mutual covenants and agreements herein contained, the County of Middlesex, Milltown Ford Avenue Redevelopers, LLC, the Milltown Ford Avenue Redevelopment Agency and the Borough of Milltown hereby covenant and agree as follows:

1. **Acquisition by Agency.** MFARA is in the process of acquiring title to the Redevelopment Property (including the Open Space Parcel and Development Parcel) through condemnation as set forth above in the action originally filed November 22, 2019, in the Superior Court of New Jersey, Law Division of Middlesex County, Docket No. MID-L-007929-19, and removed on December 18, 2019 to the United States District Court for the District Of New Jersey, Case 3:19-cv-21494-MAS-DEA (“**Condemnation Case**”). MFARA agrees that it shall acquire the Redevelopment Property in the Condemnation Case in accordance with the Eminent Domain Act and the terms of this Agreement.

2. Due Diligence. All parties shall provide to the other parties' copies of all due diligence performed, and to be performed in its possession or to which it may have access, on the Redevelopment Property, including, but not limited to, as applicable, title work, phase one/phase two environmental surveys, property surveys and appraisals.

3. Delivery of Open Space and Development Parcel: Demolition of Buildings and Structures. Any and all structures or buildings, parking lots, sidewalks, walkways, asphalt or concrete pads, and any abandoned below grade piping, conduit or utility appurtenances, situated on the Open Space Parcel, shall be removed and/or demolished by Developer. The cost of the demolition on the Open Space Parcel and Development Parcel shall be shared 50/50 between the Developer and the County. The Developer shall secure proposals from demolition companies for the demolition and secure the consent of the County before awarding a demolition contract. The Open Space Parcel shall be delivered to MFARA by Developer in remediated condition with all environmental remediation completed by Developer using both grant funds from New Jersey Department of Environmental Protection and its own funds. The Open Space Parcel shall be delivered to the County completely remediated as per USEPA/NJDEP rules & regulations which include engineering & institutional controls (i.e. capping & deed restricting) with a pervious vegetated cover in open space areas. The County shall not be responsible for any environmental clean-

up costs on the Open Space Parcel. All demolition and environmental work will be completed within eighteen (18) months from the date of acquisition of title by MFARA. MFARA shall convey the Open Space Parcel to the county within thirty (30) days after the demolition work is completed and the environmental remediation work is completed, as evidenced by the issuance of a Response Action Outcome by the NJDEP or Licensed Site Remediation Professional (LSRP), both to the reasonable satisfaction of the County. MFARA shall convey the Development Parcel to Developer within thirty (30) days after MFARA acquires title to Development Parcel.

4. Acquisition Price by the County. (a) Contract of Sale. If the Redevelopment Property is acquired by executing a Contract of Sale with the Owner, the County agrees to pay to MFARA a Purchase Price for the Open Space Parcel equal to 50% of the total purchase contract price for the Property. The purchase shall be paid by the County to MFARA one (1) business day prior to a closing on the acquisition of the Property, including the Open Space Parcel. The County shall pay such Purchase Price to MFARA in immediately available funds. For the purposes of this paragraph, "closing" shall be defined as the date on which MFARA receives a deed for the Redevelopment Property evidencing fee simple ownership in the Redevelopment Property by purchase through negotiation. For the purposes of this paragraph, a "business day" shall mean any day that is not a Saturday, Sunday, federal or state holiday or a day on which County offices are legally authorized to be closed. In the event MFARA requests that the County pay a "good faith deposit" to be applied toward the Purchase Price on the Open Space Parcel, the County shall remit such "good faith deposit" moneys equal to its percentage as set forth in this paragraph four (4) to MFARA within five (5) business days of such request in immediately available funds. Any amount required for the "good faith deposit" shall be credited against and deducted from the Purchase Price for the Open Space Parcel to be paid by the County to MFARA in accordance with the provisions hereof.



5. Closing of Title.

(A) Contract of Purchase. If acquired by MFARA pursuant to a contract of sale, the closing on the Open Space Parcel shall take place at the time and place as determined by mutual agreement of the parties hereto and upon compliance with all conditions precedent contained herein. MFARA shall provide written notice and copies of requested documents to the Treasurer and County Counsel of the County ten (10) business days prior to (a) the date of the closing or (b) the receipt by MFARA of the Purchase Price from the County for the Open Space Parcel, such documentation to include resolutions of MFARA approving the Contract of Purchase, a draft copy of the deed with covenants as to grantor's acts conveying fee simple title of the Open Space Parcel to MFARA, a copy of the title search report on the Property, including the Open Space Parcel, and receipt by the County of any other documentation required or requested by the County. In the event the closing on the Open Space Parcel does not occur on the date specified for whatever reason, MFARA shall so notify the Treasurer and County Counsel of the County of the failure to close and of the next date on which such closing will occur (the "Alternate Closing"). If the date of such Alternate Closing shall be more than five (5) business days from the originally scheduled closing date, any moneys received by MFARA from the County in anticipation of any closing shall be returned to the County. The County shall then forward the moneys one (1) business day before the Alternate Closing date.

(B) Condemnation. The County agrees to pay to MFARA as specified in this **Section 5**, a total purchase price ("**Purchase Price**") for the Open Space Parcel equal to 50% of the acquisition cost for the Redevelopment Property (inclusive of both the Development Parcel and the Open Space Parcel) ("**Land Acquisition Cost**").

The Purchase Price shall be paid by the County to MFARA as follows:

(A) Court Deposit. At least five (5) business days prior to the time moneys must be deposited with the court in the Condemnation Case (such

time to be provided to the County in advance by MFARA based upon the MFARA's anticipated filing date of the Declaration of Taking in accordance with **Section 6** below), the County shall pay to MFARA 50% of the estimated just compensation amount required to be deposited in court in accordance with the Eminent Domain Act to vest title in MFARA to, and acquire possession of, the Redevelopment Property ("**County Deposit**"). The County shall pay the County Deposit to MFARA in immediately available funds.

If at any time during the Condemnation Case a deposit other than the initial deposit of the estimated just compensation is required (with the exception of the final award of just compensation) the County shall pay 50% of such deposit in immediately available funds within five (5) business days of notice from MFARA.

**(B) Condemnation Award.** In the event of an Excess Award in the Condemnation Case as set forth in **Section 6(C)** below, the County shall pay an additional sum for the Open Space Parcel equal to 50% of such Excess Award ("**County Excess Award**"). Upon written notification from MFARA of the Excess Award, the County shall pay the County Excess Award to MFARA within twenty (20) business days in immediately available funds.

6. **Condemnation by Agency.**

**(A) Notice to County of Intent to file Declaration of Taking.** MFARA shall provide the County and Developer with ten (10) business days written notice of the date upon which it intends to file a Declaration of Taking in the Condemnation Case, the filing of which will include the deposit of the estimated just compensation amount in court in accordance with the Eminent Domain Act.

**(B) Filing of Declaration of Taking.** After receipt of the County and Developer Deposit, the MFARA shall file the Declaration of Taking, shall deposit the estimated just compensation for the Redevelopment Area in court and shall take all other steps necessary in accordance with the Eminent Domain Act to vest title in MFARA to, and acquire possession of, the Redevelopment Property.

(C) Excess Condemnation Award. In the event that pursuant to **Section 5** above, the amount of estimated just compensation has already been deposited in court and either (i) an order of final judgment is entered in the Condemnation Case for a sum, inclusive of interest, in excess of the estimated just compensation amount on deposit and there is no appeal of such order, or (ii) MFARA settles the Condemnation Case with the County's and Developer's concurrence for a sum in excess of the estimated just compensation deposited in court, then MFARA shall notify the County and Developer within five (5) business days of the amount of such additional cost ("**Excess Award**").

7. County Obligations. The obligation of the County to perform under this Agreement is subject to the compliance by all parties with the terms and conditions of this Agreement, including the receipt of the documentation required by paragraphs two (2) and five (5) hereof.

8. Developer's Obligations. The Developer shall pay to the Agency its 50% share of the purchase price of the Redevelopment Property for the Developer's development portion of the Property as shown on Exhibit A at the same time as the County pays its 50% portion as set forth in Paragraph 5 hereof, whether either by acquisition by virtue of a contract of sale or by condemnation. The Developer shall oversee and implement all work necessary for the redevelopment of the Property including demolition of buildings and structures on the Open Space Parcel. Developer shall also provide to the County, in a form which is reasonably acceptable to the County, a permanent easement to land adjoining the Open Space Parcel adjoining Mill Pond, as depicted on the survey description on the attached Exhibit B ("Buffer Area"). The Developer and the County agree that the County may utilize a portion of the Buffer Area in a manner which, in the reasonable opinion of the County, is consistent with the County's use of the Open Space Parcel for passive recreation purposes, including but not limited to a walkway and/or bike path. Any such use shall be subject to the approval of the Developer, which shall not be unreasonably withheld. In addition to the due diligence as set forth in paragraph two (2) to be conducted on the Redevelopment Property, including the Open Space, the Developer shall be responsible for the control, completion and costs of all due

diligence on the Property, including the Open Space Parcel, for any demolition, remediation, investigations or work necessary arising out of the acquisition of the Property, including the Open Space Parcel, whether such Property, Including the Open Space Parcel, is being acquired by virtue of a Contract of Purchase or condemnation. Notwithstanding the above, all parties acknowledge and accept that the Developer is not responsible for any costs associated with the County improvement of the Open Space Parcel including County soft costs relating to the County improvements.

9. Agency's Obligations. In an effort to offset costs associated with the redevelopment of the Property, including but not limited to costs to complete the due diligence conducted on the Property and for demolition, remediation, investigations or work necessary arising out of the acquisition of the Property, the Agency has obtained and will continue to pursue additional state and federal funding to be utilized for the purposes set forth above. The Agency agrees that the Developer shall have equal input as the Agency in the preparing and submission of the funding applications. To the extent the Property is contaminated, Developer in its discretion may either institute a cost recovery action against all responsible parties, or request that MFARA institute such cost recovery action. The Developer shall bear the costs of any cost recovery action. The Agency shall deliver title to the Development Parcel to Redeveloper within thirty (30) days after the Agency obtains title to the Development Parcel.

10. Open Space Area: Improvements and Maintenance. After the County acquires the Open Space Parcel, the County will have prepared a design plan for improvements to be constructed on the Open Space Parcel, and consult with the Borough on the Open Space design plan. The design plan preparation and all improvements will be constructed by the County at its cost and expense. The County and the Borough will then enter into a Maintenance Agreement whereby the Borough will agree to maintain and operate the Open Space Parcel at its cost. It is the intention of the parties that the Open Space

Parcel shall be used as passive open space. Both the Borough and the County residents will have access to the open space.

11. Effective Date. All terms and conditions contained in this Agreement shall be effective upon the date of execution by all parties. To the extent the terms of this Agreement are inconsistent with the terms of the Redevelopment Agreement executed between the Agency and the Developer, this Agreement shall govern.

12. Remedies. In the event that any party to this Agreement violates the terms and conditions of this Agreement, the sole remedy of the aggrieved party shall be either: (a) the right to sue for specific performance of this Agreement; or (b) the right to terminate this Agreement.

13. Notices. Any notice required or permitted to be given under the provisions of this Agreement shall be deemed given or furnished (a) three (3) days after the same is deposited in the United States Mail as first class certified mail, return receipt requested, postage prepaid, or (b) when delivered by a reputable nationwide overnight delivery service, one (1) business day after the date of surrender of such notice to the delivery service, or (c) when transmitted by facsimile to the number set forth below, to the party intended to receive same, provided that such transmission is duplicated by notice in such other manner as permitted above, upon confirmation of successful receipt at such facsimile number:

If to the Developer:

Wasseem Boraie  
Boraie Development  
120 Albany Street, Suite 800  
New Brunswick, NJ 08901  
Facsimile: 732-846-3726

-and-

John J. Curley Esq.  
JJ Curley, LLC  
574 Summit Avenue, Suite 502  
Jersey City, NJ 07306  
Facsimile: 201-360-3797

If to MFARA: Ford Avenue Redevelopment Agency  
c/o Borough of Milltown  
Municipal Building  
39 Washington Avenue  
Milltown, NJ 08850  
Attention: Richard Rydstrom  
Facsimile: (732) 249-4568

-and-

James Cahill, Esq.  
24 Kirkpatrick Street  
Box 632  
New Brunswick, NJ 08903  
Facsimile: 732-249-2205

If to the County: Treasurer  
Middlesex County Administration Building  
75 Bayard Street  
P.O. Box 871  
New Brunswick, New Jersey 08903 Facsimile:  
732-745-3110

-and-

Office of County Counsel  
County of Middlesex  
John F. Kennedy Square  
P.O. Box 871  
New Brunswick, New Jersey 08901  
Att.: Niki Athanasopoulos, First Deputy County  
Counsel  
Facsimile: 732-745-4539

If to the Borough: Mayor Trina Jensen Mehr  
c/o Peter Vignuolo, Esq.  
Municipal Building  
39 Washington Avenue  
Milltown, New Jersey 08850

If any Party wishes to change the person to where the notice is to be sent, it shall notify the other Parties as to the new person and address

14. Representations and Warranties. The County, the Developer, MFARA and the Borough each represents and warrants that each has all the

requisite power and authority to execute and deliver and perform its respective obligations under this Agreement, and that each has taken all actions required by law or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

15. General Provisions. This Agreement is subject to the following general provisions:

(a) No waiver by any party to any breach hereunder shall be deemed a waiver of any other subsequent breach.

(b) This Agreement may not be altered, amended, changed, waived, terminated, or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of all parties.

(c) This Agreement shall be binding upon and inure to the benefit of the County, MFARA, Developer and the Borough and their respective successors and assigns.

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey

(e) Neither this Agreement nor a memorandum of this Agreement shall be recorded.

(f) The headings and captions of the various sections of this Agreement are for convenience of reference only and are not to be construed as defining, describing or limiting in any manner the scope of intent of the provisions of this Agreement.

(g) This Agreement shall not be binding or effective until properly authorized, executed and delivered by the County, the Developer, MFARA and the Borough.

(h) Whenever the context of this Agreement may require, any pronoun shall include the corresponding masculine, feminine and neuter form, and the singular form of nouns and pronouns shall include the plural.

(i) The parties hereto shall not rely upon any statement or representation made by any other party hereto which is not embodied in this Agreement. All understandings and agreements heretofore had among the County, the

Developer and MFARA (including the Tri-Party Agreement dated 2006) with respect to this transaction shall be merged into this Agreement, which alone fully and completely expresses their agreement; this Agreement supersedes the 2006 Agreement.

(j) Nothing contained in this Agreement is intended to confer upon any person, other than the parties to this Agreement, and their respective successors and assigns, any rights, benefits, remedies, obligations or liabilities under or by reason of this Agreement.

(k) In the event a court of competent jurisdiction invalidates any section, provision, clause, sentence or paragraph of this Agreement, such invalidity shall not effect or render invalid any other section, provision, clause, sentence or paragraph of this Agreement and the remaining provisions, clauses, sections, sentences and paragraphs shall be and remain operative, effective and enforceable in accordance with the provisions hereof.


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IN WITNESS WHEREOF, the County, the Developer, MFARA and the Borough have each caused this Agreement to be properly executed by the Director of the Board of County Commissioners, Chairman of the MFARA, Mayor of the Borough and the appropriate officers of the Developer, and the respective seals of the County, the Developer, MFARA and the Borough have been affixed hereto, and the Clerk of the County, the Executive Director of MFARA, Clerk of the Borough and an authorized member of the Developer have each attested to the execution of this Agreement by the proper officials of the County, MFARA and the Borough, as well as an authorized member Of the Developer, and the affixing of the respective corporate seals hereto, all as of the day and year first above written.

ATTEST:

COUNTY OF MIDDLESEX

DocuSigned by:  
  
66AE407FA5AB467...  
Amy R. Petrocelli, Clerk  
Board of County Commissioners

DocuSigned by:  
  
463A26B394FF496...  
By: Ronald G. Rios, Director  
Board of County Commissioners

ATTEST:

MILLTOWN FORD AVENUE  
REDEVELOPMENT AGENCY

DocuSigned by:  
  
545AD3D87DA344A...  
Richard Rydstrom, Executive Director

DocuSigned by:  
  
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By: Michael Olesinski, Chairman

ATTEST:

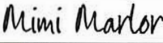
MILLTOWN FORD AVENUE  
REDEVELOPERS LLC


DocuSigned by:  
  
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Josephine Byrne

DocuSigned by:  
  
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By: Wasseem Boraie, Member

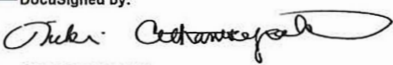
ATTEST:

BOROUGH OF MILLTOWN

DocuSigned by:  
  
A370486FE3B479...  
Mimi Marlor, Borough Clerk

DocuSigned by:  
  
BBD6AAED52C041E...  
By: Trina Jensen Mehr, Mayor

Approved as to form and legality

DocuSigned by:  
  
5302537CBA7A4A8...  
NIKI Athanasopoulos

First Deputy County Counsel

**EXHIBIT A**  
**CONCEPT PLAN**