

A-11

Rider

A. Preliminary and Final Major Site Plan

Applicant, SPG Marlboro, LLC (the “Applicant”), is seeking preliminary and final major site plan approval to construct an inclusionary multi-family residential development, to be known as Stone Rise, consisting of 280 units and 560 parking spaces (collectively, the “Development”) at property located at 137 Texas Road and currently identified as Lots 4, 10, 11, 12, and 13 in Block 111 on the Marlboro Township Tax Map (the “Site”). A portion of the Site is currently occupied by a vehicle salvage yard, and the remainder of the Site is undeveloped woods with the exception of a former homestead, the remains of which are present on Site. Both the salvage yard and the homestead will be removed from the Site during construction of the Development.

The Site is situated in the Medium-Density Residential District (the “District”) of Marlboro Township’s Scattered Site Redevelopment Area, which is subject to the Scattered Site Redevelopment Plan adopted by the Township Council on December 12, 2019 (the “Redevelopment Plan”). Pursuant to the Redevelopment Plan, the Applicant’s proposal is a principle permitted use within the District and is fully compliant with the Area, Yard, Bulk, Dimensional, Buffer, and Signage requirements of the District, and so no use or bulk variances are required.

Notably, the Redevelopment Plan requires a twenty percent (20%) affordable housing unit set-aside for any multi-family residential development constructed on the Site. This is consistent with the Settlement Agreement between Marlboro Township (“Marlboro” or the “Township”) and the Marlboro Township Planning Board (the “Planning Board”) by 3 Ronson,

LLC (“Ronson”), the original contract purchaser of the Site, under Docket No. MON-L-1181-17 and attached hereto (See Exhibit A).

In accordance with the Settlement Agreement, twenty percent (20%) of the Development is being set-aside as affordable rental units, totaling fifty-eight (58) affordable units. The construction of the affordable units will be done in phases in accordance with Uniform Housing Affordability Controls (“UHAC”) rules and regulations. N.J.A.C. 5:80-26.1 et seq.; see also, Sheet C300 of the Site Plans entitled, “Overall & Phasing Plan”.

B. Design Waivers

The Applicant is requesting five (5) design waivers:

1. Page 22, Section 4(h) of the “Additional Land Use Standards” – “Monument walls with or without signage, with maximum height of three [3] feet, shall be permitted at an entrance to a residential development, provided that the wall does not interfere with any required sight distances.”

The Applicant is proposing to construct two (2) project identification signs, one (1) at each entrance to the Development, which will be six (6) feet in height. Notably, the project identification signs are in complete compliance with the Signage Standards of the Redevelopment Plan.

2. Page 27, Section 2 of the “Solid Waste Storage” – “All garbage and recycling storage shall be located in a side or rear yard.”

Five (5) of the six (6) proposed enclosed storage areas will be located in a side or rear yard; however one (1) storage area will be located in a front yard.

3. Page 26, Section 4(d) of “Multi-family Design Standards” – “...materials such as stone and brick are encouraged to be used at the ground level of the building on all facades.”

The Applicant is proposing to use stone and stucco (no brick) at the ground level of the building on all facades.

4. Page 26, Section 4(f) of “Multi-family Design Standards” – “No building shall have an uninterrupted horizontal width of great than 50 feet without a change in the vertical plan of the façade. A step-back projection with a minimum depth of 18 inches shall be provided.

The Applicant is proposing step-back projections with depths ranging from 12-to-30 inches.

5. Page 26, Section 4(h) of “Multi-family Design Standards” – “All residential units should be accessed through enclosed access[] points that are monitored by a security system and/or management staff.

All residential units will be accessed through enclosed access points, but they are not proposed to be monitored by a security system and/or management staff.

C. Submission Waivers

Ordinance Sections 220-138(D) and (E) – for preliminary and final site plan plats, “Each site plan submitted ... shall be at a scale of ... one inch equals 50 feet or less for a tract between five and 40 acres in size.”

The Site is 33.555 acres, requiring that each site plan be at a scale of one inch equals 50 feet or less. Sheets C200 and C300 of the Site Plans are at a scale of one inch equals sixty (60) feet.

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter, the “Agreement”) is made by, between, and among the Township of Marlboro (hereinafter, the “Township”), the governing body of the Township (hereinafter, “Township Council”), the Planning Board of Marlboro (hereinafter, the “Planning Board”) and 3 Ronson, LLC (hereinafter “Ronson”), a New Jersey limited liability company, with a business address of 94 Green Street, Woodbridge, New Jersey 07095 (hereinafter, the Township, Township Council, the Planning Board, and Ronson shall sometimes collectively be referred to as the “Parties”; and hereinafter the Township, Township Council and Planning Board shall sometimes be collectively referred to as the “Township Parties”).

RECITALS

WHEREAS, the Township is a municipality in the State of New Jersey;

WHEREAS, Ronson is the contract-purchaser of property located in the Township designated as Block 111, Lot 4, an area encompassing about twenty-four (24 + or-) acres of land (hereinafter, the “Property”);

WHEREAS, without the affordable housing obligation required by applicable law and imposed upon the Township by the Court, the Township would not consider the development of the Property as contemplated by this Agreement;

WHEREAS, Ronson filed a builder’s remedy action against the Township regarding the Property captioned, 3 Ronson, LLC v. Township of Marlboro, et al., Docket No. MON-L-001181-17 (hereinafter, the “Ronson’s Builder’s Remedy Action”);

WHEREAS, pursuant to applicable law the Township intends to prepare a Housing Element and Fair Share Plan (hereinafter “Affordable Housing Plan”), that will be adopted by

the Planning Board, endorsed by the Township Council, and submitted to the Superior Court of New Jersey (hereinafter, the “Court”) for review and approval;

WHEREAS, the Township and the Fair Share Housing Center (hereinafter “FSHC”) have agreed and executed a settlement agreement dated January 8, 2019, (hereinafter the “Township’s FSHC Settlement”) that confirms FSHC’s agreement that the Township satisfies its obligations under the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025), through the adoption of the Affordable Housing Plan and through the implementation of the Affordable Housing Plan and Township’s FSHC Settlement;

WHEREAS, in consideration for the settlement of Ronson’s claims in Ronson’s Builder’s Remedy Action and as required by applicable affordable housing law, the Affordable Housing Plan will include the Property as an inclusionary development, with a density of not more than 212 total units with twenty (20%) percent of the total units being set aside as Affordable Housing units and with at least thirteen (13%) percent of those Affordable units being very low income units;

WHEREAS, Ronson intends to develop the Ronson Site as an inclusionary development of 212 residential units, twenty (20%) percent of which are affordable rental apartments, to be constructed in substantial accordance with the concept plan attached hereto as **Exhibit A** (“Inclusionary Development”) and substantially consistent with the bulk schedule attached hereto as **Exhibit B**.

WHEREAS, it is specifically recognized that Ronson is the contract purchaser and/or owner of the following adjoining parcels referred to as Block 111, Lots 10, 11, 12 and 13

("Junkyard Sites") comprising approximately eight (8) acres which this agreement contemplates will be designated as an area in need of redevelopment;

WHEREAS, should Ronson acquire the Junkyard Sites the Township shall designate Ronson the redeveloper of same and provide that the Junk Yard Sites shall be developed with density and bulk standards substantially similar to the Ronson Site; and,

WHEREAS, Ronson may develop the two sites separately and/or together as one large development

WHEREAS, as directed by the Court, the adoption of the Affordable Housing Plan and the settlement of Ronson's Builder's Remedy Action will be submitted to the Court Appointed Special Master and the Court for approval and, in consideration for the settlement of Ronson's Builder's Remedy Action and as required by applicable affordable housing law;

WHEREAS, to ensure that the Inclusionary Development generates affordable housing credits to be applied to the Township's affordable housing obligations, the affordable units within the Inclusionary Development shall be developed in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") and shall be deed restricted for a period of at least 30 years;

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court's approval of this Agreement; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

I. TERMS AND CONDITIONS.

A. The purpose of this Agreement is to settle the Ronson's Builder's Remedy Action and to create a realistic opportunity for the construction of the Inclusionary Development as required by applicable law and to generate affordable housing credits for the Township to apply to any Round 2 and/or Round 3 affordable housing obligations assigned to it. The Inclusionary Development shall be substantially consistent with the concept plan attached hereto and made a part hereof as **Exhibit A**, and the bulk standards set forth in **Exhibit B**, which has been reviewed and approved by the Township Parties and the Township Parties' professionals.

B. The Township will seek Court approval by way of a "Fairness Hearing," of its 2nd and 3rd Round plans and will include in the plan a rezoning of the Ronson Site to allow for the construction of an inclusionary development of 212 units substantially consistent with the concept plan attached hereto as **Exhibit A**, and the bulk standards attached hereto as **Exhibit B**.

C. In the event of any legal challenges to the Court's approval of this Agreement, or the Rezoning Ordinance (as such term is herein defined), the Parties must diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a judicially imposed reduction of the number of units or invalidates the Rezoning Ordinance that is the subject of this Agreement, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amended agreement reasonably consistent with this Agreement and the Rezoning Ordinance that would pass judicial scrutiny.

II. RONSON'S OBLIGATIONS. Ronson shall have an obligation to deed-restrict no less than twenty percent (20%) of the residential units in the Inclusionary Development as very low, low, and moderate-income affordable units in accordance with the percentages required by

UHAC (except that in lieu of 10% affordable units being required to be 35% of median income, 13% of affordable units in this project shall be required to be at 30% of median income) , the applicable affordable housing regulations, any applicable order of the Court, and other applicable laws.

A. In addition, the affordable units shall remain affordable rental units for a period of not less than thirty (30) years until released by the Township in accordance with UHAC guidelines (“Deed-Restriction Period”) so that the Township may count the units against its obligations to provide rental housing in this or future rounds. This obligation includes, but is not limited to, the obligation to comply with the bedroom distribution requirements, very low/low/moderate income split requirements, pricing requirements, affirmative marketing requirements, candidate qualification and screening requirements and deed restriction requirements.

B. The phasing in accordance with N.J.A.C. 5:93-5.6(d) of the affordable housing units shall be in compliance with COAH’s Round Two substantive regulations, N.J.A.C. 5:93, which the Parties believe will govern the issue, or as approved by the Special Master of the Court and the Court.

C. Ronson shall have the option to self-administer the rental of the affordable units or shall contract with an experienced administrative agent (“Administrative Agent”) for the rental administration of the affordable units. In either case, Ronson shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with UHAC and other applicable laws for the Deed-Restriction Period.

D. The Parties agree that the affordable units are to be included in the Affordable Housing Plan to be approved and credited by the Court and will be counted toward the Township's Round 2 and/or Round 3 affordable housing obligation.

E. Upon written notice, Ronson shall provide detailed information requested by the Township, or the Township's Administrative Agent, specifically related to and concerning Ronson's compliance with UHAC and other applicable laws.

F. Obligation Not To Oppose Township's Application for Approval of its Affordable Housing Plan: As it pertains to the Ronson Site, Ronson shall not directly or indirectly oppose or undertake any action to interfere with the Court's approval and/or implementation of the Affordable Housing Plan or the Township FSHC Settlement, as it may be amended in any form, unless the Affordable Housing Plan impairs or deprives any of Ronson's rights as granted hereunder or unless any other defendants herein or interested parties undertake any action to obstruct, impede, or challenge Ronson's inclusion of the rezoning of Ronson's property or otherwise oppose, challenge, or appeal any approvals needed to develop the Inclusionary Development on the Property consistent with this Agreement.

G. No Obligation to Continue to Participate in the Builder's Remedy Action: Ronson shall have no obligation to continue to participate in the Builder's Remedy Action but may at its option participate as provided in **Section II-F** of this Agreement.

H. FSHC's Attorney's Fees: Ronson shall pay one-seventh (1/7) of the FSHC's attorney's fees (i.e. \$10,714.29) pursuant to the Township's FSHC Settlement due within thirty (30) days of the Court's approval of the Township's FSHC Settlement pursuant to a duly-noticed fairness hearing.

III. THE TOWNSHIP'S OBLIGATIONS.

A. The Rezoning Ordinance: Following the approval of the Township's 2nd and 3rd round plan by the Court, the Township Council shall in conformance with the Court's order introduce an ordinance and refer said ordinance to the Planning Board the Township shall introduce an Ordinance (hereinafter the "Rezoning Ordinance"), that is substantially consistent with the attached concept plan and Bulk Standards (**Exhibits A & B**) that allows for the development of the Ronson Site and the construction of 212 total units, of which twenty (20%) shall be set aside for affordable housing with at least thirteen (13%) percent of those Affordable units being very low income units. The Rezoning Ordinance will indicate that the twenty (20%) set-aside will be constructed in accordance with all applicable UHAC and COAH regulations and the terms of this Agreement. Upon introduction of the Rezoning Ordinance, the Township Council shall refer the Rezoning Ordinance to the Planning Board for review and recommendation at the next Planning Board meeting as provided by the Municipal Land Use Law, N.J.S.A. 40:55D- 1, et, seq. In the event that the Township Parties fail to adopt the Rezoning Ordinance, Ronson may seek the relief set forth in Section V herein or go back to the Court for further relief.

The Township agrees that, absent written consent of Ronson, the Rezoning Ordinance shall remain applicable to the Ronson Site until, at minimum, the conclusion of the Third Round compliance period (June 30, 2025).

B. Representation regarding Sufficiency of Water and Sewer: Ronson will be required to coordinate with the Western Monmouth Utilities Authority ("WMUA") to obtain approvals for sewer capacity and connections and the Gordon's Corner Water Company ("GCW") for water capacity and connections respectively. The Township Parties further

represents that they will support Ronson and cooperate with good faith efforts regarding Ronson's application to the WMUA and GCW for sewer and water capacity and connections. Upon execution of this Agreement, Ronson and the Township shall notify the WMUA and GCW of the execution of this Agreement and request the respective entities reserve capacity for the development contemplated by this Agreement.

C. Obligation To Cooperate: The Township Parties acknowledges that in order for Ronson to construct its Inclusionary Development, Ronson will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Township, the Planning Board, the County of Monmouth, the Monmouth County Planning Board, the Freehold Soil Conservation District, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, including the Township's ordinance requirements as to site plan and subdivision provided the Township's ordinance requirements do not operate to change the requirements of this Agreement (the "Required Approvals"), or impede and interfere with the applicant's ability to develop the 212 unit inclusionary development. The Township agrees to use all reasonable efforts to expedite and assist Ronson in its undertakings to obtain the Required Approvals.

D. Designation of the Property as an Area in Need of Redevelopment: This Agreement contemplates the Ronson Site and the Junkyard Site to be designated as "areas in need of redevelopment" as defined under the Local Redevelopment Housing Law ("LRHL") N.J.S.A. 40A:12A-1 et seq. The Township Council has adopted two resolutions (Resolution 2017-272 & Resolution 2018-293) authorizing the Township of Marlboro Planning Board ("Planning Board") to conduct an investigation into whether the Ronson Site and the Junkyard Site qualifies as an "area in need of redevelopment" as defined under the LRHL. Once the

Township Council receives the Planning Board's recommendation whether to designate the properties as "an area in need of redevelopment", the Township Council will determine whether it will designate the Properties as "an area in need of redevelopment". Following the designation, the terms of the rezoning ordinance referred to in Section III hereof will be incorporated in a redevelopment plan to be adopted for the Properties --

E. The Parties will thereafter negotiate in good faith an agreement providing for a Payment in Lieu of Taxes ("PILOT"), upon commercially reasonable terms. Site.

IV. THE PLANNING BOARD'S OBLIGATIONS.

A. Obligation to Rezone the Property: After the introduction of the Rezoning Ordinance and the referral from the Township Council to the Planning Board referenced in **Sections I-B and III-A**, the Planning Board shall make its recommendation to the Township.

B. Obligation to Process Ronson's Development Applications with Reasonable Diligence. In accordance with N.J.A.C. 5:93-10(b), the Planning Board shall cooperate in granting all reasonable waivers and/or variances that are necessary to develop the Ronson Site as contemplated by this Agreement. In the event of any appeal of the Court approval of this Agreement, or, as applicable, the Rezoning Ordinance, the Board shall process and take action on any development application by Ronson for the Ronson Site and the Junkyard Site, which decision may be conditioned upon the outcome of any pending appeal. Further, Ronson shall have the right to request special meetings at Ronson's sole cost and expense.

C. Obligation to Refrain From Imposing Cost-Generative Requirements: The Planning Board recognizes that this Agreement, and, as applicable, the Rezoning Ordinance all contemplate the development of an "inclusionary development" within the meaning of the Mount

Laurel doctrine, and Ronson shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments, and as such shall refrain from imposing cost generative requirements.

V. **DEFAULT.**

A. **Default with Respect to the Township:** Default with respect to the Township Parties shall be defined as the Township Parties' failure to: approve the Rezoning Ordinance and/or Ronson's application for development if said application conforms to the terms of this Agreement and the Rezoning Ordinance; or grant an approval of the application for development with conditions that: (a) contradict the terms of this Agreement or the Rezoning Ordinance; or (b) are unacceptable to Ronson in its sole discretion. The Township shall be considered in Default of this Agreement if, subject to the terms of this Agreement, after written Notice of Default delivered to counsel for the Township Parties, the Township Parties have not cured any default within ten (10) business days or at the next regularly scheduled meeting of the Township Council or the Planning Board, whichever is later. In the event the Township Parties are in default, Ronson may apply to the Superior Court of New Jersey, Monmouth Vicinage to the judge assigned to handle Mt. Laurel matters for the Monmouth Vicinage, for an Order directing the Township to immediately take whatever action is necessary to comply with the terms of this Agreement, including but not limited to enacting the Rezoning Ordinance, or issue to Ronson the Township Parties governmental approvals for the Ronson Site and the Junkyard Site consistent with the Rezoning Ordinance.

B. **Default with Respect to Ronson:** If Ronson should default on any of the agreed upon terms and conditions of this Agreement, the Township will have the right to apply to the

Court to enforce whichever term or condition has been violated. Default shall include, but not be limited to, the submission of a plan for approval that exceeds the agreed upon unit count or reduces the number of affordable units (unless said reduction of the affordable units is proportionately consistent with a reduction on the market rate units such that a twenty 20%) set aside is maintained) to be provided. Ronson shall be considered in Default of this Agreement if, after written Notice of Default has been delivered to counsel for Ronson, and Ronson has not cured any default within forty-five (45) business days.

VI. RELEASES.

A. The Township's Release to Ronson: The Township hereby fully and forever releases and discharges Ronson and their respective past, present, and future directors, officers, members, shareholders, employees, agents, partners, representatives, attorneys, parent and affiliated corporations, subsidiaries, divisions, joint venturers, predecessors, successors, beneficiaries, and assigns, from any and all claims asserted and that in the Action, including, but not limited to violations of substantive and procedural due process and civil rights violations of any nature whatsoever, whether known or unknown, suspected or unsuspected based on any legal or equitable theory of recovery, in any way arising out of, growing out of, or resulting from the Action from the beginning of time until the effective date of this Agreement.

B. Ronson's Release to the Township: Once the operative terms of this Agreement have been completed and the Township has granted all municipal approvals, and has cooperated fully in the pursuit of any other governmental approvals requiring the Township to be the applicant or requiring the Township's consent as may be necessary to begin construction, and after all rights of appeals from any and all approvals has expired without an appeal having been

taken, or if an appeal has been taken, any and all appeals have been resolved finally to the satisfaction of Ronson, Ronson hereby fully and forever releases and discharges the Township and their respective past, present, and future council members, planning board members, and any and all other elected officials from any and all claims asserted and that could have been asserted, including, but not limited to violations of any municipal ordinances, whether known or unknown, suspected or unsuspected based on any legal or equitable theory of recovery, in any way arising out of, growing out of, or resulting from Ronson's Builder's Remedy Action from beginning of time in perpetuity. Upon ten (10) business days from the execution of this Agreement, Ronson shall execute and deliver a stipulation of dismissal with prejudice of the pending Ronson Builder's Remedy Action with such stipulation of dismissal with prejudice to be held in escrow by the Township Attorney and be filed upon the earlier of: (a) two (2) years from the adoption of the Rezoning Ordinance with no appeals or challenges being filed; or (b) the issuance of all applicable governmental approvals for the Inclusionary Development and the expiration of all applicable appeal periods with no appeals or challenges being filed.

C. Releases Do Not Extend to Obligations Under This Agreement: The releases set forth above in **Sections VI-A and VI-B** are not intended to, and shall not, extend to or otherwise release or discharge any rights, privileges, benefits, duties, or obligations of any of the Parties by reason of, or otherwise arising under this Agreement.

VII. COOPERATION AND COMPLIANCE

A. Implementation And Enforcement Of Agreement: The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms

of this Agreement. The Township Parties' obligation to cooperate shall be further conditioned upon Ronson paying and maintaining current real estate taxes.

VIII. NOTICES

A. **Notices:** Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Ronson Site (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO RONSON:

3 Ronson, LLC
Attention: Peter Mercatili
94 Green Street,
Woodbridge, NJ 07095

WITH COPIES TO:

Wilentz, Goldman & Spitzer P.A.
Attention: Donna M. Jennings, Esq.
90 Woodbridge Center Drive, Post Office Box 10
Woodbridge, NJ 07095
Tel: (732) 855-6039
Fax: (732) 726-650
Email: djennings@wilentz.com

TO THE TOWNSHIP OF MARLBORO:

Township of Marlboro
Attention: Jonathan Capp
Business Administrator

1979 Township Drive
Marlboro, NJ 07746
Tel: (732) 532-0200

Office of the Township Clerk
1979 Township Drive
Marlboro, NJ 07746
Tel: (732) 536-0200

Louis N. Rainone, Esq.
Township Attorney
Rainone Coughlin Minchello
555 U.S. Highway One South Suite 440
Iselin, NJ 08830
Tel: 732-709-4182
Email: lrainone@njrcmlaw.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

IX. MISCELLANEOUS PROVISIONS

A. Amendments: Neither this Agreement nor any term set forth herein may be changed, waived, discharged, or terminated except by a writing signed by the Parties.

B. Agreement Voluntarily Entered Into By Each of The Parties: This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand each of the provisions of this Agreement and have relied on the advice and representations of competent legal counsel of their own respective choosing.

C. Interpretation: This Agreement has been reviewed by experienced and knowledgeable legal counsel for each of the Parties. Accordingly, none of the Parties shall be presumptively entitled to have any provisions of this Agreement construed against any of the other Parties in accordance with any rule of law, legal decision, or doctrine.

D. No Admission of Liability/No Precedential Value: The Parties agree that this Agreement is the result of a compromise of disputed issues, that the execution and delivery of this Agreement by any of the Parties shall not constitute or be construed as an admission of any liability, a course of performance, or wrongdoing on the part of any of them and that the settlement reflected in this Agreement shall be without precedential value. Nothing in this release shall be construed nor shall the execution of the release be construed to represent an admission of wrong doing or a breach of contract.

E. Attorneys' Fees, Costs, and Expenses: Each of the Parties shall bear its own costs, attorneys' fees, and expenses in connection with the negotiations for and preparation of this Agreement, the pending litigation, as well as costs involving Court approval of same.

F. Entire and Integrated Agreement: This Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties with respect to the subject matters contained herein. This Agreement supersedes any and all prior promises, representations, warranties, agreements, understanding, and undertakings between or among the Parties with respect to such subject matters and there are no promises, representations, warranties, agreements, understanding, or undertakings with respect to such subject matters other than those set forth or referred to herein.

G. No Third Party Beneficiaries: Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the Parties and their respective successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provisions contained herein; this Agreement and any conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the Parties as

well as each of their respective successors and permitted assigns, and for the benefit of no other person or entity.

H. Severability: If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties.

I. Headings: The section titles, captions, and headings contained in this Agreement are inserted as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the effect of any of its provisions.

J. Recitals: The recitals set forth at the beginning of this Agreement shall not be admissible to prove the truth of the matters asserted therein in any action or proceeding involving any of the Parties (other than an action or proceeding brought to enforce the terms of this Agreement), nor do any of the Parties intend such recitals to constitute admissions of fact by any of them.

K. Additional Representations and Warranties: Each of the Parties represents and warrants that it is fully authorized to enter into this Agreement. In addition, each of the corporate Parties that is still in existence as of the Effective Date represents and warrants that (i) it is duly organized and existing in good standing under the laws of the United States, (ii) it has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or internal approval is necessary, and (iii) the making and performance of this Agreement will not violate any provision of law or the party's articles of incorporation, charter, or by-laws. In addition, each of the individuals

signing this Agreement represents and warrants that they are authorized to enter into this Agreement on behalf of the respective parties.

L. Additional Necessary Documents: The Parties, and each of them, agree to execute such additional documents as may be reasonably required in order to carry out the purpose and intent of this Agreement, or to evidence anything contained herein.

M. Execution in Counterparts: This Agreement may be signed in multiple counterparts and the separate signature pages executed by the Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. This Agreement may be executed in facsimile or electronic counterparts. An original signature will be provided if requested by any Party. The "Effective Date" of this Agreement is the date this Agreement has been executed and delivered by and to all Parties hereto.

N. Enforceability of Agreement: The Superior Court of New Jersey, Monmouth Vicinage shall retain jurisdiction to enforce any and all terms of this Agreement.

O. Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

P. Assignability: Ronson shall have the unconditional right to assign its rights under this Agreement to any individual, entity or organization without the prior approval of the Township Parties provided that the principals or family members of Ronson or its members, partners or shareholders have a controlling interest in said assignee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth opposite the respective signatures set forth below.

Dated: _____, 2019

The Township of Marlboro

By:

Name:

Title:

Dated: April 10, 2019

The Planning Board for the Township of Marlboro

By:

Name:

Title:

Dated: April 8, 2019

3 Ronson, LLC

By:

Name:

Title: