

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the "Agreement") is made and entered into as of the 24th day of February 2021, by and between the Township of Piscataway (the "Township") having an address at 455 Hoes Lane, Piscataway, NJ 08854 and Laurence Halper and C & L Farms (together "Halper") having an address at 203 Main Street, Unit 184, Flemington, NJ 08822. This Agreement will become effective upon its execution by both Parties (the "Effective Date").

BACKGROUND

A. On December 3rd and 4th of 2007, the Township Police Department assisted the Department of Public Works ("DPW") with the removal of farm equipment (the "Equipment") from the property owned by the Township and located on Washington Avenue in the Township of Piscataway ("Halper Property"). The removal and relocation of said equipment over the course of those two (2) days cost the Township a total of \$20,012.34, (the "Township Claim") as stated in former Piscataway Township Captain Timothy Grant's Inter-Departmental Memorandum to Chief Kevin Harris, dated December 8, 2007, in regard to same.

B. In November 2011, after a number of years of litigation between the parties, the Township issued checks to Halper for relocation totaling \$78,386.00. Halper claims that acting under advice from his then counsel, he was advised not to negotiate said checks. The checks are now stale and non-negotiable.

C. From 2011 until 2019 the Equipment issue was unsettled between the parties with the Township maintaining possession of the Equipment. In 2019 and 2020, The Township moved to sell the remaining Equipment at auction.

D. As a result of the imminent auction of his Equipment by the Township, Halper filed a complaint in the matter captioned Laurence Halper v. Township of Piscataway and known as Dockets No. MID-C-144-19 and MID-L-007435-19 respectively, seeking among other things the sum of \$78,386.00 (the "Halper Claim"). Eventually the matter was fully under Docket No. MID-L-007435-19. After some motion practice, and on a petition by the Township to have the matter dismissed, MID-L-007435-19 was dismissed on September 30, 2020, by Judge James Hyland, J.S.C, who entered an Order dismissing the aforesaid complaint with prejudice.

E. On or about November 12, 2020 Halper filed a Notice of Appeal, appealing the September 30th Order of Dismissal. Said Appeal was given docket number A-000717-20.

F. With the assistance of Judge Sapp-Peterson J.A.D. (retired) and the CASP settlement program, the Parties have reached a settlement of the cases bearing docket Nos. MID-L-007435-19 and A-000717-20.

NOW THEREFORE IN CONSIDERATION FOR the payment by the Township of the Halper Claim of \$78,386.00, less the Township Claim of \$20,012.34, for a net payment to Halper of \$58,373.66, (the "Settlement Payment") the parties agree as follows:

WHEREFORE, upon execution of this Agreement by Halper on or before February 16, 2021, the Township shall place on the calendar of the Township town council on the agenda of the February 23, 2021 meeting, for decision by the Township, for a council vote on the settlement and the issuance of the amount

of \$58,373.66 to Halper, i.e., the Settlement Payment.

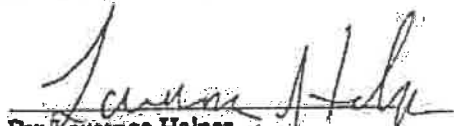
WHEREFORE, only upon the decision of the Township council to release the relocation funds and the issuance of the check(s) totaling \$58,373.66 and receipt of said check(s) by counsel for Halper, Jordan P. Brewster, Esq., ("Brewster"), shall the parties be forever mutually released from the claims stemming from the Equipment, the relocation of same, the impoundment, the use, maintenance, damage and sale thereof by the Township as follows:

**RELEASE OF
CLAIMS**

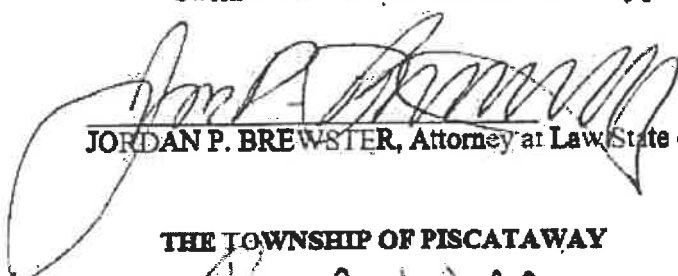
1. Halper does hereby release and forever discharge the Township, its assigns, attorneys and all others acting individually and in their representative capacity on behalf of the Township, of and from any and all claims, demands, liabilities or actions of any nature whatsoever that relate to the above-referenced Equipment, the payment of relocation funds and any and all other claims made by Halper in dockets no. MID-C-144-19, MID-L-007435-19 and A-000717-20, including but not limited to, the Township's relocation, impoundment, use, maintenance, damage, retention and sale of the Equipment.
2. The Township does hereby release and forever discharge Halper, its assigns, attorneys and all others acting individually and in their representative capacity on behalf of Halper, of and from any and all claims, demands, liabilities or actions of any nature whatsoever that relate to the above-referenced Equipment, including, but not limited to, any and all claims for costs incurred to move, relocate, impound, use, maintain, repair, alter, retain, store, dispose of or sell the Equipment.
3. The terms set forth herein are intended by the Township and Halper as a final expression of their settlement as contained in this Agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or communication, whether oral or written, or by any contemporaneous oral agreement. The parties hereto also intend this Agreement to be a complete and exclusive statement of the terms of their agreement that may not be explained or supplemented by evidence of inconsistent additional terms. This agreement may not be altered or modified except by a written instrument executed by all signatories to this Agreement.
4. Nothing in this agreement shall be construed as an admission of liability or wrongdoing by the respective parties.
5. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Once this Agreement is signed by Halper and notarized/acknowledged by Halper's counsel, Brewster, Halper agrees that he shall not have the ability to direct Brewster to withhold delivery of such signed Agreement to the Township in exchange for the Settlement Payment and a copy of the Agreement executed by the Township.
6. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this SETTLEMENT AGREEMENT AND MUTUAL RELEASE as of the day and year stated above.

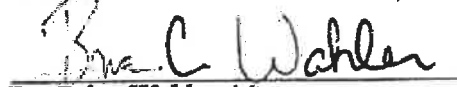
LAURENCE HALPER


By: Laurence Halper

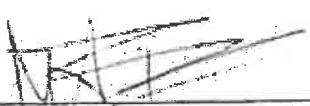
Sworn to and described to before me in my presence this 15 day of February 2021.


JORDAN P. BREWSTER, Attorney at Law State of New Jersey

THE TOWNSHIP OF PISCATAWAY


By: Brian Wahler, Mayor

Sworn to and described to before me in my presence this 24th day of February 2021


MICHAEL J. BAKER, Attorney at Law State of New Jersey