

FINANCIAL AGREEMENT

BETWEEN

THE CITY OF NEW BRUNSWICK

And

Dated: As of _____

Long Term Tax Exemption
N.J.S.A. 40A:20-1 et seq.

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THIS FINANCIAL AGREEMENT, (hereafter Agreement) made as of the _____ day of _____, 202_ by and between _____, a New Jersey Urban Renewal Limited Liability Company, qualified to do business under the provisions of the Long Term Tax Exemption law, as amended and supplemented, (N.J.S.A. 40A:20-1 et seq.) having its principal office at _____, hereinafter also designated as the “Entity,” and the City of New Brunswick, a Municipal Corporation in the County of Middlesex and the State of New Jersey, hereinafter designated as the “City.”

WITNESSETH:

WHEREAS, the Entity wishes to have a Long Term Tax Exemption granted for the development of a _____ to be located at _____ also known as _____ (as described on Exhibit “A” attached hereto and incorporated herein) on the Official Tax Maps of the City of New Brunswick, New Jersey (hereinafter called the “Project”); and

WHEREAS, the project was approved by the New Brunswick _____ Board on _____; and

WHEREAS, the project is located in an _____) which allows for the adoption of long term tax exemptions to encourage development within its boundaries; and

WHEREAS, the developer has investment a significant sum to remediate the property to usable standards.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I – GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, (N.J.S.A. 40A:20-1 et seq.) being referred to herein as the “Law.” It being expressly understood and agreed that the City expressly relies upon the facts, data and presentations contained in the application attached hereto in granting this tax exemption.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Financial Agreement shall mean:

- i. Allowable Profit Rate – The Allowable Profit Rate for the purpose of this Agreement shall be calculated in accordance with N.J.S.A 40A:20-3(b).
- ii. Annual Service Charge – The amount the Entity on behalf of itself has agreed to pay the City in lieu of full taxation on the improvements, as outlined in the application submitted by the Entity attached hereto and in accordance with N.J.S.A. 40A:20-12.
- iii. Auditor’s Report – A complete financial statement outlining the financial status of the Project the contents of which have been prepared in a manner consistent with the current standards of the Financial Accounting Standards Board and which fully details all items as required by all state statutes which has been certified as to its conformance with such

standards by a certified public accountant who is, or whose firm is licensed to practice that profession in the State of New Jersey.

- iv. Certificate of Occupancy – Document issued by the City authorizing occupancy of a building, including a temporary certificate of occupancy with minor or weather-related punch list items.
- v. City – The parties agree that reference of the term City within the Financial Agreement shall be defined as the City of New Brunswick.
- vi. Default - Shall be the failure of the Entity to perform any obligation imposed upon the Entity by the terms of the herein Financial Agreement.
- vii. Entity – The parties agree that reference to the term Entity within this Financial Agreement shall be defined as _____.
- viii. or any subsequent purchasers or successors in interest of _____.
- ix. Gross Revenue - The annual gross revenue and other income of the Project as defined in N.J.S.A. 40A:20-3(a), as set forth in the tentative fiscal plan submitted by _____ in its application attached hereto.
- x. Improvements - Any building, structure or fixture permanently affixed to the land upon which the Project is located.

- xi. In Rem Tax Foreclosure – A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure is governed by N.J.S.A 54:5-1 et seq.
- xii. Land Taxes – The amount of taxes assessed on the value of land on which the Project is located. Land Taxes are not abated.
- xiii. Land Tax Payment – Payments made on the quarterly due dates for Land Taxes on the real property upon which the Project is located as determined by the Tax Assessor and the Tax Collector.
- xiv. Law – The term Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented N.J.S.A 40A:20-1, et seq., and all other relevant federal, state and municipal statutes, ordinances, resolutions, rules and regulations.
- xv. Minimum Annual Service Charge – The minimum annual service charge shall be at least the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation. The Minimum Annual Service Charge shall be further defined in Section 4.2.
- xvi. Net Profit – The gross revenue of the Entity less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A 40A:20-3(c).
- xvii. Project – The land and improvements located upon the site, as identified in the application, which shall contain a _____, all of which are the subject of this Agreement and as defined in N.J.S.A 40A:20-3(e) & (i).

- xviii. Pronouns – He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.
- xix. Property – The Project land and the improvements thereon as disclosed in the application as described on Exhibit “A” attached hereto and incorporated herein.
- xx. Statutes – The term statutes used in this Financial Agreement shall refer to statutes of the State of New Jersey as contained in N.J.S.A 40A:20-1 et seq.
- xxi. Substantial Completion – The determination by the City by the issuance of a Certificate of Occupancy for the Project that it is ready for the use intended, as further defined in Section 6.2 of this Agreement.
- xxii. Termination – Any act or omission which by operation of the terms of the herein Financial Agreement shall cause the Entity to relinquish its long term tax exemption.

Section 1.3 Exhibits Incorporated

All exhibits which are referred to in this Financial Agreement and are attached hereto are incorporated herein and made a part hereof.

ARTICLE II – APPROVAL

Section 2.1 Approval of Tax Exemption

The City has granted and does hereby grant its approval for a tax exemption for the development of a _____ to be located at _____; and

Section 2.2 Approval of Entity

Approval hereunder is granted to the Entity for the contemplated Project on the land referred to above, which shall in all respects comply and conform to all applicable statutes of the State of New Jersey and the lawful regulations made pursuant thereto, governing land, building(s) and the use thereof, and which Project is more particularly described in this accompanying Application.

ARTICLE III – DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years from the date of Substantial Completion of the Project, and shall only be effective during the period of the Project's operation as described in the application and shall continue in force only while said Project is owned by an Urban Renewal Entity formed pursuant to N.J.S.A 40A:20-5 or Title 15A of the New Jersey Statutes. However, in no case shall this Agreement remain in effect for more than thirty-five (35) years unless otherwise extended by law, after which time (i) the tax exemption for the Project shall expire and the land and the improvements thereon shall thereafter be assessed and taxed according to the general law, applicable to other non-exempt property in the City and (ii) restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the City's acceptance of its final accounting.

ARTICLE IV – ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

In consideration of the aforesaid exemption from taxation on the Project, the Entity shall make Payment in Lieu of Taxes to the City in a sum equal to _____ percent (____%) of Gross

Revenue annually as defined in N.J.S.A. 40A:2D-3. Gross revenue shall include all rents and commercial revenue generated by the Project.

The estimated Gross Revenue and Annual Service Charge are further estimated in the Application for approval of this Financial Agreement which is incorporated by reference herein.

The Annual Service Charge shall be finalized based upon the submission of an annual certified financial audit of the Project's revenues prepared by a certified public accountant.

The duration of the tax exemption shall be thirty (30) years following Substantial Completion of the Project as described in the Entity's application. However, in no case shall this Agreement remain in effect longer than thirty-five (35) years from the date of execution of this Agreement. This amount (hereinafter referred to as the "Annual Service Charge") may be adjusted from time to time based upon the submission of an annual certified financial audit. The Annual Service Charge for the Project shall be calculated from the first day of the month following the determination by the City of Substantial Completion of the Project in the manner governed by application of Article IV herein.

Section 4.2 Minimum Annual Service Charge

a) The Agreed Minimum Annual Service Charge for this Project is established as \$_____. The Agreed Minimum Annual Service Charge shall not be reduced through any tax appeal on land and/or improvements during the period that this Agreement shall be in force.

b) The Annual Service Charge for each Component may be adjusted from time to time in the following manner:

Stage	Term	Annual Service Charge
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First Stage	From date of project completion through Tax Year ____	As calculated in accordance with Section 4.1 or the Minimum Annual Service Charge.
Second Stage	Year ____ through Year ____	The Annual Service Charge set forth in Section 4.1 or the greater of the Minimum Annual Service Charge or 20% of the amount of taxes otherwise due on the value of the land and improvements
Third Stage	Year ____ through Year ____	The Annual Service Charge set forth in Section 4.1 or the greater of the Minimum Annual Service Charge or 40% of the amount of taxes otherwise due on the value of the land and improvements
Fourth Stage	Year ____ through Year ____	The Annual Service Charge set forth in Section 4.1 or the greater of the Minimum Annual Service Charge or 60% of the amount of taxes otherwise due on the value of the land and improvements
Fifth Stage	Year ____ through Year ____	The Annual Service Charge set forth in Section 4.1 or the greater of the Minimum Annual Service Charge or 80% of the amount of taxes otherwise due on the value of the land and improvements

Section 4.3 Quarterly Installments

The Entity expressly agrees that the aforesaid Annual Service Charge(s) shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each City fiscal year. In the event that the Entity or any Successor Unit Purchaser fails to so pay, the amount unpaid shall bear the highest rate of interest permitted in the case of the unpaid taxes or tax liens on the land until paid.

Section 4.4 Land Tax Credit

The Entity is obligated to make Land Tax Payments for any entitlement to a Land Tax Credit for the subsequent year. The Entity shall be entitled to credit against the Annual Service Charge for the amount, without interest, of the real estate taxes on land paid by it in the last four preceding quarterly installments against the Annual Service Charge. The Entity's failure to make the requisite Annual Service Charge payment hereunder and/or sewer and water charge payments attributable to the Project site in a timely manner shall constitute a violation and breach of the Financial Agreement and the City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A 54:55-1, et seq. In addition, the City may terminate the Financial Agreement by duly authorized action of the governing body after having provided the Entity with a written Notice of Default which Notice shall provide a sixty (60) day right to cure to the Entity. Any default arising out of the Entity's failure to pay Land Taxes, Annual Service Charges hereunder, and/or water and sewer charges attributable to the Project site, shall not be subject to the default procedural remedies as provided in Section 14.3 of the Financial Agreement herein.

Section 4.5 Material Conditions

It is expressly agreed and understood that all Land Tax Payments, Annual Service Charges, including the methodology of computation, water and sewer charges, and any interest payment due, are material conditions of this Agreement. If any other terms, covenant or condition of this Financial Agreement or the Application, to any person or circumstance shall, to the extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE V – DISPUTE RESOLUTION

Section 5.1 Remedies

In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, other than those items specifically included as material conditions herein, either party may apply to the Superior Court of New Jersey by appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the act known as the Long Term Tax Exemption Law as amended and supplemented. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion as to accomplish the purpose of said Law. Costs for said arbitration shall be borne equally by the parties. In the event of a default on the part of the Entity, to pay the Annual Service Charge as defined in Article IV, above, the City among its other remedies, reserves the right to proceed against the Entity's interest in the land and premises and/or a Successor Unit Purchaser, in the manner provided by N.J.S.A. 54:5-1 to 54:5-129, and any Act supplementary or amendatory thereof. Whenever the word "Taxes" appear, or is applied, directly or implied to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement as if the Annual Service charge were taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-mentioned manner by conventional or In Rem Tax Foreclosure.

ARTICLE VI – CERTIFICATE OF OCCUPANCY

Section 6.1 Substantial Completion

The Annual Service Charge is to commence from the first day of the month following the Substantial Completion of the Project or any phase(s) thereof, if the Project is undertaken in phases. The phrase Substantial Completion denotes the issuance, by the City's Construction Official, of a valid Certificate of Occupancy in the Project.

Section 6.2 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to make application for and make all reasonable efforts to obtain all Certificates of Occupancy for the Project in a timely manner as identified in the accompanying Application and failure to use reasonable efforts to secure and submit said Certificate of Occupancy shall subject the property to full taxation provided the City has served the appropriate Notice of Termination pursuant to 15.1 hereof, provided the appropriate cure period has elapsed and, further, City has reasonably cooperated in processing Entity's request for the issuance of such Certificate of Occupancy.

Section 6.3 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with the Tax Assessor, the Tax Collector, and the Chief Financial Officer of the City a copy of such Certificate of Occupancy. Failure of the Entity to cause Entity to file such issued Certificate of Occupancy for the Project as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City's Tax Assessor in the absence of such filing by the Entity.

ARTICLE VII – ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance generally accepted accounting principles and as otherwise prescribed in N.J.S.A. 40A:20-1 et seq. during the term of the tax exemption for purposes of reporting under this Agreement. The Entity has the option to use a different accounting system for purposes of tax filings but must issue reports to the City in accordance with the terms of this Agreement.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's account basis, that this Agreement shall continue in effect, the Entity which administers and manages the Project shall submit its auditor's report certified by a certified public accountant for the preceding fiscal or calendar year to the Director of Department of Planning and Economic and Community Development, the Chief Financial Officer, and the City Clerk of said City, and the Director of the Division of Local Government Services in the Department of Community Affairs N.J.S.A. 40A:20-9(d). Said auditor's report shall include, but not be limited to the following: rent schedule of the Project and the terms and interest rate on any Entity mortgage(s) associated with the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law, as amended and supplemented by the Agreement.

Section 7.3 Inspection

The Entity shall permit the inspection of the Property, equipment, buildings and other facilities of the Project. It also shall permit, upon request, examination and audit of its books, contracts, records, documents, and papers by representatives duly authorized by the city. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of any officer or Agent of the Entity.

Section 7.4 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to limitation of its profits payable by it pursuant to the provisions of N.J.S.A. 40A:20-15. The Allowable Profit rates shall be calculated in accordance with the provisions of N.J.S.A. 40A:2-3(b). The Entity shall have the right to establish a reserve against unpaid rentals, reasonable contingencies and/or vacancies in an amount not exceeding ten percent (10%) of the gross revenues of the Entity for the fiscal year preceding the year in which a determination is being made with respect to permitted net profits as provided in N.J.S.A. 40A:20-15, said reserve to be noncumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of ten percent (10%) of the preceding year's gross revenue as aforesaid.

Section 7.5 Payment of Dividend and Excess Profit Charge

In the event the Net Profits of the Entity, as provided in N.J.S.A. 40A:20-15 shall exceed the Allowable Net Profits for such period then the Entity shall, within ninety (90) days after the end of such fiscal year, pay such excess profit to the City as an Additional Service Charge, provided, however that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 7.4.

ARTICLE VIII - ASSIGNMENT AND/OR ASSUMPTION

Section 8.1 Approval

It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of its interest in the Project site and the transfer of the Financial Agreement to an Entity eligible to operate under the Law provided the Entity is not in default regarding any performance required of it hereunder and full compliance with N.J.S.A.

40A:20-1, et seq has occurred to date and the Entity's obligation under this Agreement with the City is fully assumed by the transferee.

Section 8.2 Operation of Project

The Project shall be operated in accordance with the provisions of the Long Term Tax Exception Law, N.J.S.A. 40A:20-1 et seq., as currently amended and supplemented, and other applicable laws.

Section 8.3 Termination

The Entity hereby agrees at all times prior to the expiration or termination of this Agreement to remain bound by the provisions of N.J.S.A. 40A:20-1 et seq. and N.J.S.A. 55:14K-37 as currently amended and supplemented. It is an express condition of the granting of this tax exemption that during its duration, the Redeveloper shall not, without the prior consent of the Municipal Council, convey or transfer all or part of the Project site so as to sever, disconnect, or divide the improvements except as provided in Article 4.4.

ARTICLE IX - WAIVER

Section 9.1 Waiver

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including without limitation, the right to terminate the Financial Agreement and tax exemption for violation of any of the conditions provided herein in accordance with the provisions of this Agreement. Nothing herein shall be deemed to limit any right of recovery of any amount which the City has a right under law, in equity, or under any provisions of this Financial Agreement.

SECTION X - NOTICE

Section 10.1 Notice

Any notice required hereunder to be sent by either party to the other shall be sent by certified mail or registered mail, return receipt requested, addressed as follows:

When sent by the Entity to the City, it shall be addressed to the City Clerk, City Hall, 78 Bayard Street, New Brunswick, New Jersey 08901, with copies sent to the City Attorney, Tax Collector, Tax Assessor, the Director of the Department of Planning, Community and Economic Development and the Chief Financial Officer unless prior to the giving of notice to the City shall have notified the Entity otherwise. The notice to the City shall identify the subject by the address and block/lot numbers assigned to the Property by the City's Tax Assessor.

ARTICLE XI – COMPLIANCE

Section 11.1 Statutes and Ordinances

The Entity hereby agrees at all times prior to the expiration or termination of this Financial Agreement to remain bound by the provisions of Federal and State Statutes and Municipal Ordinances and Regulations including, but not limited to N.J.S.A. 40A:20-1 et seq. The Entity's failure to comply with such statutes or Ordinances which may materially adversely affect the City's ability to enforce this Agreement and receive the benefits hereof shall constitute a violation and breach of the Financial Agreement and the City shall, among its other remedies, have the right to terminate said tax exemption, provided, that City shall first have served a written Notice of Default upon the Entity which Notice shall provide a sixty (60) day right to cure any such default by the Entity or its members or affiliates.

ARTICLE XII – CONSTRUCTION

Section 12.1 Construction

This Financial Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

ARTICLE XIII – INDEMNIFICATION

Section 13.1 Defined

It is understood and agreed that in the event the City shall be named as party defendant in any action brought against the Entity by reason of any breach, default or a violation or any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq. by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents, the expense thereof to be borne by the City. Notwithstanding the foregoing, the Entity's indemnification obligation under this section shall be limited in the event of any actions the are the result of the City's gross negligence or willful misconduct.

XIV – DEFAULT

Section 14.1 Default

Default shall be defined as the failure of the Entity to comply with the terms of the Financial Agreement herein and, further, by failure of the Entity to comply with any statute, ordinance or lawful regulation which may materially adversely affect the City's ability to enforce this Agreement and receive the benefits hereof.

Section 14.2 Cure Upon Default

Should the Entity be in default as defined and set forth in this agreement, the City shall notify the Entity in writing of said default. Said notice shall notify the Entity in writing of said default. Said notice shall set forth with particularity the basis of said default. Except as provided by Section 4.4, the Entity or its members or affiliates shall have sixty (60) days to cure any default which shall be the sole and exclusive remedy available to the Entity to cure said default.

Section 14.3 Remedies Upon Default

All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision within this Financial Agreement shall deprive the City of any of its remedies in accordance with law or actions permitted against the Entity because of its failure to pay Land Tax Payments, the Annual Service Charge, and/or the water and sewer charges with interest. This right shall apply to arrearages that are due and owing at the time of which, under the terms hereof, would in the future become due nor shall the bringing of any action for any Land Taxes and Annual Service Charges, or other charges, or in the breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Services Charges, and water and sewer charges, or other charges be construed as a waiver of the right to terminate said tax exemption or proceed with In Rem Foreclosure action or any other remedy as provided for in this Agreement.

ARTICLE XV – TERMINATION

Section 15.1 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy such default or breach within the time period provided in Section 15.2, the City may cancel this Agreement upon thirty (30) days notice to the

Entity. For purposes of rendering a final financial accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

The Entity shall within ninety (90) days after the date of such termination pay to the City a sum equal to the amount of the reserves, if any, maintained pursuant to N.J.S.A. 40A:20-13 & 15. Upon such termination of the Project, all affected parcels and all improvements made thereto shall be assessed and subject to taxation as are all other taxable properties within the City.

Section 15.2 Voluntary Termination by the Entity

The Entity may after the expiration of one (1) year from the date of Substantial Completion of the Project notify the Municipal Council of the City that as of a certain date designated in the notice it relinquishes its status as a tax exempted project. As of the date so set, the tax exemption, the service charges and the profit and dividend restriction shall terminate. Upon termination, the Entity shall provide a final accounting and pay any reserve, if any, to the City pursuant to the provisions of N.J.S.A. 40A:20-12 and 15.

Section 15.3 Final Accounting

Upon any termination of such exemption, whether by affirmative action of the Entity or by virtue of the provisions of the Long Term Tax Exemption Law, as amended and supplemented, or pursuant to the terms of this Agreement, the date of such termination shall be deemed to be the end of the fiscal year of the Entity.

It is further provided that at the end of the period of tax exemption granted hereunder, the Project of the Entity, as well as the land shall be assessed and taxed according to general law like other property in the Municipality. At the same date, all restrictions and limitations upon the

Entity, shall terminate upon the Entity rendering its final accounting with the Municipality, and the City's acceptance thereof, pursuant to N.J.S.A. 40A:20-13.

ARTICLE XVI – MISCELLANEOUS

Section 16.1 Conflict

The parties agree that in the event of a conflict between the Application and the Financial Agreement, the language in the Financial Agreement shall govern and prevail.

Section 16.2 Oral Representation

There have been no oral representations made by either of the parties hereto which are not contained in this Financial Agreement. This Financial Agreement, the Municipal Resolution authorizing the Agreement and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument executed by both parties and delivered to each.

Section 16.3 Entire Document

This Agreement and all conditions in the Resolution of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 16.4 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the City.

Section 16.5 Grammatical Agreement

The bracketing of the letter(s) at the end of a word such as unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 16.6 Recording

Either this entire Agreement or a memorandum of recording will be filed and recorded with the Middlesex County Clerk by the Entity.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

By:

WITNESS: _____ By: _____

ATTEST:

THE CITY OF NEW BRUNSWICK

Leslie Zeledón, City Clerk

BY: _____
James M. Cahill, Mayor

**APPROVED AS TO FORM
AND LEGALITY**

T.K. Shamy, City Attorney

Exhibit "A"

METES AND BOUNDS DESCRIPTION
OF _____
CITY OF NEW BRUNSWICK, NEW JERSEY