

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement is entered into as of May 4, 2021, by and between 4101 Bridgeboro Road, LLC, a New Jersey Limited Liability Corporation, Jim Dunphy's Landscaping LLC, Jim Dunphy, individually, his wife Denise Dunphy, individually and the Township of Delran, Burlington County, State of New Jersey ("Delran").

Purpose:

This Release is intended to affect the termination of any claims by Dunphy et al against Delran as hereafter designated.

Recitals:

Whereas disputes and differences have arisen between the parties with respect to the operation of Jim Dunphy's Landscaping, LLC at 4101 Bridgeboro Road, Delran, New Jersey.

Whereas, The Zoning Board of Adjustment of Delran Township had denied the Use Variance application brought by 4101 Bridgeboro Road, LLC, owned wholly by James Dunphy to operate the landscaping business of Jim Dunphy's Landscaping, LLC on the property 4101 Bridgeboro Road, Delran, New Jersey.

Whereas, 4101 Bridgeboro Road, LLC filed an Action in Lieu of a Prerogative Writ in the Superior Court of New Jersey, Burlington County under Docket Number BUR-L-1683-20 before The Honorable Jeanne T. Covert, A.J.S.C., where Judge Covert granted the Application and awarded the Use Variance; and

Whereas, Delran has filed a Notice of Appeal of Judge Covert's decision with the Appellate Division, Docket Number A-001849-20 on March 12, 2021; and

Whereas, 4101 Bridgeboro Road, LLC, Jim Dunphy's Landscaping LLC, Jim Dunphy, individually, and his wife Denise Dunphy, individually, through counsel contacted the Township of Delran to inform of the intention to assert several claims against the Township for potential issues surrounding the Zoning Board decision and the Township's handling of the aftermath. Those claims included but were not limited to:

1. Civil Rights violations under 42 USC 1983 et. seq. / this will include all Municipal entities, who could qualify as state actors (Fee shifting)
2. RICO (civil) under 18 USC 1962
3. Trespass
4. Unlawful taking
5. Interference with quiet enjoyment
6. Harassment
7. Retaliatory conduct
8. Defamation
9. Civil Acts Retaliation under N.J.S.A. 10:6-1 et seq (potential fee shifting)
10. Abuse of office / power

11. Disparate treatment (other landscaping entities in the Delran Township A-1 Zone)
12. Intentional infliction of emotional distress
13. Negligent infliction of emotional distress
14. Fraud and fraudulent misrepresentation
15. Negligent misrepresentation
16. Malicious prosecution
17. Conflict of Interest
18. Failure to disclose
19. OPRA violations (potential fee shifting)
20. Tortious interference with economic advantage
21. Tortious interference with contract
22. Violation of the Local Government Ethics Law
23. Violation of the Municipal Land Use Law;

Whereas, the Parties agreed, via electronic mail exchange between counsel, to toll all statutes related to the above potential causes of action until April 29, 2021 to allow the Parties to attempt to come to an amicable resolution to avoid litigation; and

Whereas, 4101 Bridgboro Road, LLC, Jim Dunphy's Landscaping LLC, Jim Dunphy, individually, Denise Dunphy, individually, and Delran have agreed that the above claims, and any and all other claims related to the Zoning Board's decision regarding the operation of a landscaping business on their property will be waived; and

Whereas, Delran has agreed to dismiss with prejudice the appeal currently pending before the Appellate Division, Docket Number A-001849-20; and

Whereas, all parties agree that in consideration of the execution of this mutual release, and for the added consideration as follows:

- A. The onetime payment of the lump sum of three hundred thousand dollars (\$300,000.00) within fifteen (15) days after approval of the Township's final budget
- B. Agreement that all twenty- three (23) above claims, and any other potential claims stemming from these same events will be waived.

4101 Bridgboro Road, LLC, a New Jersey Limited Liability Corporation, Jim Dunphy's Landscaping LLC, Jim Dunphy, and Denise Dunphy, Releasing Party One and Delran, Releasing Party Two, for themselves, their heirs, successors and/or assigns, expressly releases the other party, and their heirs, successors and/or assigns from all liability for claims and/or demands which may arise from those certain matters referenced herein; and

NOW, THEREFORE, in consideration of the consideration contained herein, and the receipt of consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. 4101 Bridgboro Road, LLC, a New Jersey Limited Liability Corporation, Jim Dunphy's Landscaping LLC, Jim Dunphy, and Denise Dunphydo hereby release, cancel, forgive and forever discharge Delran and each of its predecessors, parent corporations, holding companies, subsidiaries, affiliates, divisions, heirs, successors and assigns. and all of their officers, directors and employees from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the indebtedness and/or the guaranty of payment of the indebtedness as designate and described in this Release from the first day of the world, including this day and each day hereafter.
2. The Township of Delran, does hereby release, cancel, forgive and forever discharge 4101 Bridgboro Road, LLC, a New Jersey Limited Liability Corporation, Jim Dunphy's Landscaping LLC, Jim Dunphy, and Denise Dunphy and each of its predecessors, parent corporations, holding companies, subsidiaries, affiliates, divisions, heirs, successors and assigns. and all of their officers, directors and employees from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the indebtedness and/or the guaranty of payment of the indebtedness as designate and described in this Release from the first day of the world, including this day and each day hereafter.
3. If any litigation arises from this event or series of events in contradiction to this Agreement, the party which brings such action agrees to be responsible for all litigation costs arises from such action in such an event as they would have then violated the terms of this agreement.

Applicable Law:

This Release shall be construed under and in accordance with the laws of New Jersey.

Legal Construction:

In the event any one or more of the provisions contained in this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity; illegality, or unenforceability shall not affect any other provision. This Release shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it. The provision of this Release must be read as a whole and are not severable and/or separately enforceable by either party hereto. /I

Attorneys' Fees:

If any action at law or in equity is brought to enforce or interpret the provisions of this Release, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Additionally, if any action at law or in equity is brought in violation of the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled so long as they are not the party which originally brought such action in violation of this Agreement.

Signatures:

This Release shall be executed on behalf of 4101 Bridgboro Road, LLC, a New Jersey Limited Liability Corporation, Jim Dunphy's Landscaping LLC, James Dunphy, James Dunphy, Managing Member and Denise Dunphy on behalf of herself, and by the Township of Delran on behalf of the Township of Delran.

4101 Bridgboro Road, LLC

By: _____

James Dunphy

Jim Dunphy's Landscaping LLC

By: _____

James Dunphy

James Dunphy

By: _____

James Dunphy

Denise Dunphy

By: _____

Denise Dunphy

Township of Delran

By: _____

Gary Catrambone, Mayor