

**REDEVELOPER AGREEMENT**  
**FOR BLOCK 266, LOTS 7.05 AND 7.06**  
**IN MILLVILLE, NEW JERSEY**

**THIS REDEVELOPER AGREEMENT** (this "Agreement") dated as of the \_\_\_\_ day of \_\_\_\_\_, 2017, between **VILLAGE DRIVE HEALTH CARE URBAN RENEWAL LLC** 48 Pavilion Avenue, Suite 2, Long Branch, New Jersey 07740 (hereinafter designated as the "Redeveloper"), and the **CITY OF MILLVILLE**, a municipal corporation of the State of New Jersey, having offices at 12 South High Street, Millville, NJ 08332 (hereinafter referred to as the "City").

**PREAMBLE**

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the "Redevelopment Law"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

**WHEREAS**, in order to stimulate rehabilitation and redevelopment within the City, the City Council of the City of Millville ("City Council"), designated, pursuant to Resolution 275-2017 adopted by the City Commission on September 19, 2017, Block 266, Lots 7.04, 7.05, 7.06 and 7.07 as a Non-Condemnation Redevelopment Area ("Redevelopment Area") under the Redevelopment Law; and

**WHEREAS**, on September 19, 2017, the City Commission, pursuant to Ordinance No. 34-2017, adopted the "Redevelopment Plan For Block 266, Lots 7.04, 7.05, 7.06 and 7.07, City of Millville, Cumberland County, NJ", dated September 2017 (the "Redevelopment Plan") (the Redevelopment Plan is attached hereto as Exhibit A and made a part hereof), which included a site located 1111 Village Drive and 1125 Village Drive, Millville, New Jersey, also known as Block 266, Lots 7.05 and 7.06 on the Official Tax Map of the City (the "Property") (a map of the Property is attached hereto as Exhibit B); and

**WHEREAS**, *N.J.S.A. 40A:12A-8(f)* of the Redevelopment Law, authorizes the City to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

**WHEREAS**, the Redeveloper has proposed to undertake the planning, design and construction of certain improvements consisting of the construction of a 154-room assisted living facility and 85-client capacity adult medical daycare center on the Property (the "Project Improvements"); and

**WHEREAS**, construction of the Project Improvements will require, among other things, the construction of certain infrastructure improvements, including but not limited relocation and modification of existing infrastructure on and around the Property (the "Infrastructure Improvements") (the Infrastructure Improvements together with the Project Improvements are collectively referred to as the "Project"); and

**WHEREAS**, the project, which includes acquisition of the site and/or obtaining site control, obtaining governmental approvals, site preparation of the Property, and the construction, completion, and management of Infrastructure Improvements and all Project Improvements contemplated under this Agreement (the “Project”), shall be completed pursuant to the provisions of this Agreement and the Redevelopment Plan; and

**WHEREAS**, in order to assist in ensuring that the Project remain financially viable, the City intends to issue general obligation bonds in one or more series in an aggregate total amount not to exceed \$25,000.00 (the “Bonds”), pursuant to the Redevelopment Law, the Redevelopment Area Bond Law, *N.J.S.A. 40A:12A-64 et seq.* and/or the Local Bond Law, *N.J.S.A. 40A:2-1 et seq.*, to be used towards financing of the Infrastructure Improvements; and

**WHEREAS**, the Redeveloper has proposed to undertake the Project on the Property and the City Council has designated the Redeveloper to undertake the necessary construction and management of those improvements constituting the Project.

**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, and further, to implement the purposes of the Redevelopment Law and the Redevelopment Plan, the parties hereto agree as follows:

**1. City Responsibilities.** The City agrees to join in or support any applications which are consistent with the terms of the Redevelopment Plan and this Agreement, and to execute any documents required in connection with obtaining such approvals and otherwise to cooperate with the Redeveloper with respect thereto. The City further agrees to consider issuing bonds to finance the cost of the Infrastructure Improvements. Notwithstanding the foregoing or any other reference in this Agreement to cooperation by the City, nothing herein shall be deemed to impose restrictions on the City in the exercise of its police powers as a public entity nor shall such reference be construed as a restriction on the City’s rights, duties and obligations to enforce any agreement in favor of the City in connection with the Project Improvements. Moreover, nothing contained herein shall be deemed a delegation of the Township’s legislative discretion.

**2. Redeveloper Responsibilities.** The Redeveloper agrees to undertake the Project and to construct the Project Improvements on the Property in accordance with this Agreement, the Redevelopment Plan and the Site Plan approved by the by the City of Millville Planning Board pursuant to Resolution No.18-2017 PB, adopted on October 10, 2017.

a. **Scope of Undertaking.** The services and responsibilities undertaken by the Redeveloper hereunder include all aspects of site control and the design, development and construction of the Project, including, without limitation, all design, engineering, permitting and administrative aspects, the performance of or contracting for and administration and supervision of all physical work required in connection with the Project and each component thereof, arrangements for interim and final inspections and any other actions required to satisfy the requirements of any applicable Approvals, as hereinafter defined, (all of the foregoing undertakings and the work product thereof being referred to collectively in this Agreement as the “Work”), the

administration, operation and management, or contracting for the administration, operation and management of the Project and all components of the Project.

b. Standards of Construction. Without limitation, all Work on the Project shall be performed in a good and workmanlike manner, with the best quality materials called for under the applicable Approvals. All construction shall be in accordance with the Uniform Construction Code codified at N.J.A.C. 5:23-1 et seq., or as appropriate.

c. Compliance with Law. The Project and all Work performed and materials, fixtures and equipment used or installed in connection therewith shall be in full compliance with all Federal, State, County or Local statutes, regulations, ordinances, resolutions or other applicable laws.

d. Approvals and Permits. The Redeveloper shall be responsible to obtain any and all governmental approvals (“Approvals”) that are necessary in order to implement and complete the Project pursuant to the Redevelopment Plan and this Agreement. The City will use its best efforts to assist the Redeveloper in obtaining such Approvals.

e. Use of Subcontractors. The Redeveloper will use its best judgment to engage reputable contractors to perform the construction of the Project Improvements on the Property. By way of example, and not by way of limitation, the Redeveloper may hire carpenters, electricians, heating and air conditioning specialists, plumbers, masons, painters and general contractors. Each contractor must be licensed with the State of New Jersey, or provide proof that no such license is required. In addition, each contractor must guarantee the quality of their workmanship for a period of time that is standard in the particular industry. In addition, each contractor must have liability insurance in full force and effect in amounts that are standard in the particular industry. The Redeveloper shall use its reasonable discretion to determine guarantees and liability insurance that are standard to a particular profession.

f. Cost of the Project. A Cost Estimate of the Redevelopment Project has been prepared by the Redeveloper and is attached hereto as Exhibit C. Redeveloper will use its best efforts to complete the Redevelopment Project within the costs listed in the Cost Estimate. The cost of construction of the Improvements and all other costs of the Project shall be borne by the Redeveloper. The Redeveloper shall pay or cause to be paid when due all costs and expenses, including, without limitation, all contractors requisitions and the cost of materials and equipment incurred in connection with the Work and all fees and expenses of any consultants and professionals and like providers acting for or on behalf of the Redeveloper. Provided that the Township issues bonds, the Township agrees to contribute the proceeds from said bonds towards the financing of the Infrastructure Improvements.

g. Timing of the Project. Construction of the Project Improvements shall commence as within thirty (30) days from the date of the receipt of all non-appealable Approvals, but in no event shall construction occur prior to the execution of the Financial Agreement described in Paragraph 4 below. The Project Improvements shall be completed within twenty-four (24) months from the date upon which this Agreement is fully executed. The time for commencement and

completion can be extended for a period of time equal to any delay in construction due to any of the causes set forth in Paragraph 11 hereof or as a result of any pending or threatened administrative procedures or litigation which will interfere with the Redeveloper's ability to commence or complete the Project Improvements. The parties can extend the time to complete the Project Improvements based on mutual written agreement.

h. Certificate of Completion. Upon completion of construction of the Project Improvements in accordance with this Agreement and the Redevelopment Plan, and upon the request of the Redeveloper, the City agrees to issue a Certificate of Completion in form and content satisfactory to counsel for the Redeveloper and in proper form for recording which shall acknowledge that the Redeveloper has completed performance of all of its duties and obligations with respect to construction of the Project Improvements under this Agreement and shall constitute a recordable, conclusive determination of the satisfaction and termination of the covenants and restrictions set forth in Paragraph 3. The Certificate of Completion shall constitute a conclusive determination that the conditions determined to exist at the time the Property was determined to be in an area in need of redevelopment shall be deemed to no longer exist with respect to the Property, and the Project Improvements and the Property shall no longer be subject to eminent domain as a result of such determination. In the event that the City shall fail or refuse to provide such Certificate of Completion within thirty (30) days after written request by the Redeveloper, the City shall provide the Redeveloper with a written statement setting forth in detail the respects in which it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement or any other applicable agreement and what measures or acts will be necessary in the opinion of the City in order for the Redeveloper to be entitled to such Certificate of Completion. The provisions of this Agreement shall not terminate until the termination or expiration of any Financial Agreement executed pursuant to Paragraph 4 below.

i. City Costs.

(1) Reimbursement Obligation. The Redeveloper agrees to reimburse the City in full for all actual and reasonable out of pocket administrative costs incurred by the City in connection with the Project Improvements and all direct costs paid by the City to third parties in connection with Project Improvements, including but not limited to reasonable legal and other reasonable professional fees; provided that all such costs incurred by the City shall have been reasonably incurred (the "City Costs"). Time billed by City staff, excluding legal and other professionals, shall not be included in City Costs.

(2) Escrow Fund. Upon execution of this Agreement, Redeveloper shall deposit Ten Thousand Dollars (\$10,000.00) with the City (hereinafter referred to as the "Escrow Fund") and the Escrow Fund is to be maintained by the City in a separate, interest bearing escrow account and shall be drawn upon by the City to pay the City Costs. Use of the proceeds of the Escrow Fund shall be subject to the same standards set forth in *N.J.S.A. 40:55D-53.2* with respect to escrows under the New Jersey Municipal Land Use Law. If the Escrow Fund drops below One Thousand Dollars (\$1,000.00), the City shall notify the Redeveloper in writing and the Redeveloper shall replenish the Escrow Fund to the funding level of Ten Thousand (\$10,000.00) Dollars within ten (10) business days after the request made in writing by the City.

j. Site Control. The Redeveloper shall use its best efforts to acquire title or otherwise establish site control over the Property to enable Redeveloper to complete the Project thereon. In the event that Redeveloper is unable to acquire title or otherwise establish site control over the Property within eighteen (18) months, Redeveloper shall have the right to terminate this Agreement upon written notice to the City.

### 3. Restrictions on Use and Encumbrances.

a. Required Covenant. The Redeveloper shall execute and record a Declaration of Covenants and Restrictions setting forth that the Redeveloper and its successors and assigns shall construct only those uses contemplated in the Redevelopment Plan.

b. Prohibition Against Transfers. The Redeveloper recognizes that the City regards both the Project and the qualifications and identity of the Redeveloper and its principals as being of great importance to the general welfare of the City. Redeveloper is owned by ALFNJ, LLC (the managing member), CDP Millville, LLC and Shelter American Holdings Inc. The City and the Redeveloper each acknowledges and agrees that a change in ownership of the Redeveloper or any other act or transaction involving or resulting in a significant change with respect to the identity of the parties in control of the Redeveloper is, for practical purposes, a transfer or disposition of the Project then owned by the Redeveloper, including the right to redevelop the Property, and that no voluntary or involuntary successor in interest of the Redeveloper shall acquire any interest in or rights or powers under this Agreement, except as expressly set forth herein. Accordingly, prior to the termination or expiration of any Financial Agreement executed pursuant to Paragraph 4 below, the Redeveloper shall not, without the prior written consent of the City: (a) effect or permit any change, directly or indirectly, in the ownership or control of the Redeveloper which affects a 10% or more interest in the Entity, (b) assign or attempt to assign this Agreement or any rights herein or in the Property, or (c) make any total sale, lease, transfer or conveyance of the whole of its interest in the Project or the Property (collectively a “Transfer”). The written consent required pursuant to this Paragraph shall not be unreasonably withheld, delayed or conditioned.

Notwithstanding anything to the contrary set forth in this Agreement, the City hereby consents to the Transfer of (i) the Project (or any portion thereof), (ii) the Property (or any portion thereof), or (iv) any interest therein (each a “**Permitted Transfer**”), to any of the following, provided Redeveloper provides the City with notice of the Permitted Transfer thirty (30) days prior to the occurrence of such Permitted Transfer:

(i) security for, and only for, the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement with respect to the Project and any other purpose authorized by this Agreement;

(ii) a mortgage or mortgages and other liens and encumbrances (including mechanic’s liens) for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project;

(iii) utility and other development easements necessary for development or construction of the Project;

(iv) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval;

(v) any transfer, sale or conveyance to any investor, provided that an affiliate of ALFNJ, LLC (the managing member) or Shelter American Holdings Inc. retains a Controlling interest in the Project and that Redeveloper provides at least thirty (30) days' prior notice of said transfer. For purposes of this subsection, "Affiliate" shall mean, any other entity directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with ALFNJ, LLC (the managing member) or Shelter American Holdings Inc. and "Control" (including the correlative meanings of the terms "controlled by" and "under common control with"), shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of entity, whether through the ownership of voting securities or by contract or otherwise;

(vi) the Transfers permitted in any Financial Agreement executed pursuant to Paragraph 4 above; and

(vii) any contract or agreement with respect to any of the foregoing exceptions.

c. Transfers Void. Any Transfer of the Redeveloper's interest in violation of this Paragraph 3 shall be an Event of Default of the Redeveloper and shall be null and void ab initio. The City shall notify the Redeveloper of such default and provide thirty (30) days in which the Redeveloper shall have an opportunity to cure such default. Any such Event of Default shall entitle the City to seek all remedies available under the terms hereof, and those available at law or in equity, including termination of this Agreement. In the absence of specific written consent by the City, no such sale, Transfer, conveyance or assignment of the Property or Project, or any part thereof, shall be deemed to relieve the Redeveloper from any obligations under this Agreement.

d. Term of Covenants and Restrictions. The covenants and restrictions imposed upon the Redeveloper, its successors and assigns, pursuant to this Agreement, shall be deemed satisfied and/or of no further force and effect and this Agreement shall terminate upon the termination or expiration of any Financial Agreement executed pursuant to Paragraph 4 below.

#### **4. Conditions Precedent to the Redeveloper's Responsibilities.**

a. Issuance of Bonds. The obligations of the Redeveloper hereunder shall be conditioned upon the City's issuance of general obligation bonds in one or more series in an aggregate total amount not to exceed \$25,000.00 (the "Bonds"), pursuant to the Redevelopment Law, the Redevelopment Area Bond Law, *N.J.S.A. 40A:12A-64 et seq.* and/or the Local Bond Law, *N.J.S.A. 40A:2-1 et seq.*, to be used towards financing of the Infrastructure Improvements.

b. Execution of a Financial Agreement. The obligations of the Redeveloper hereunder shall be conditioned upon the execution of a Financial Agreement for a long term tax exemption of thirty (30) years pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* for the Project upon terms mutually acceptable to the Parties. The Redeveloper shall file an application for a tax exemption prior to applying for any building permit for the Project or any part thereof.

c. Failure to Satisfy Conditions Precedent. In the event that any of the conditions precedent identified in Paragraph 4.a or Paragraph 4.b are not satisfied within one (1) year of the execution of this Agreement, the Redeveloper shall have the option to terminate this Agreement by written notice thereof to the other Party, at which point neither the City nor the Redeveloper shall have any further rights against, or obligations or liability to, the other under the Agreement, with respect to the Agreement.

## **5. Default and Remedies.**

a. Events of Default. Either party's failure to perform any of its obligations hereunder and/or the material breach of any warranty or representation by any party shall constitute and Event of Default. In addition, the failure to pay any real estate taxes and/or make any payments required pursuant to the Financial Agreement described in Paragraph 4 above on the Property or the Project Improvements, or any part thereof or any payments in lieu thereof when due unless same was done in error in or protest, or any Transfer in violation of this Agreement shall also constitute and Event of Default by the Redeveloper.

b. In General: Right to Cure. Except as otherwise provided in this Agreement, should an Event of Default, as defined in Paragraph 5.a. above, occur, the non-breaching party shall provide notice of the same and an opportunity to cure within ninety (90) days of receiving written notice. Failure to cure within ninety (90) days shall entitle the non-breaching party to any remedy provided for herein.

c. Termination by Redeveloper. In the event that the City does not cure its Event of Default within ninety days after the Redeveloper's notice of the same pursuant to Paragraph 5.b. above, then this Agreement shall, at the option of the Redeveloper, be terminated by written notice thereof to the City, at which point neither the City nor the Redeveloper shall have any further rights against, or obligations or liability to, the other under the Agreement, with respect to the Agreement.

d. Termination by the City. In the event that the Redeveloper does not cure its Event of Default within ninety days after the Redeveloper's notice of the same pursuant to Paragraph 5.b. above, then this Agreement shall, at the option of the City, be terminated by written notice thereof to the Redeveloper, at which point neither the City nor the Redeveloper shall have any further rights against, or obligations or liability to, the other under the Agreement, with respect to the Agreement.

e. Other Rights and Remedies. In addition to termination, the non-breaching party shall have the right to institute whatever action, at law or in equity, it may deem desirable, to cure and remedy such default, including the seeking of damages and specific performance. Nothing herein shall permit either party to recover any damages other than actual damages as a result of the event of default. Consequential, incidental or punitive damages shall not be recoverable. The failure of either Party to avail itself of any remedy provided for in this Agreement, or any delay in seeking such remedy, shall not be deemed a waiver of the rights to be enforced thereby or of any right of enforcement that may accrue in the future.

f. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof or any obligation of the other party shall limit the party's rights and remedies otherwise provided by law or by this Agreement.

**6. Notices and Demands.** Any notice, approval, waiver, objection or other communication (for convenience, referred herein as a "Notice") required or permitted to be given hereunder or given in regard to this Agreement by one party to the other shall be in writing and the same shall be given and be deemed to have been delivered, served and given (a) if delivered in person, via a nationally-recognized overnight courier, or by facsimile when received by the person to whom notice is given, or (b) if mailed, (except where actual receipt is specified in this Agreement) three (3) days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address specified below:

a. When sent by the City to the Redeveloper:

Village Drive Healthcare Urban Renewal, LLC  
48 Pavilion Avenue  
Suite 2  
Long Branch, New Jersey 07740

With a copy to:

Christopher M. Walrath, Esq.  
Gluck Walrath, LLP  
11 Wharf Avenue  
Suite 4  
Red Bank, New Jersey 07701  
Telephone: (732) 530-8822  
Facsimile: (732) 530-6770

b. When sent by the Redeveloper to the City:

Jeanne Hitchner, Municipal Clerk  
City of Millville  
12 South High Street  
Millville, NJ 08332  
Phone: (856) 825-7000  
Facsimile: (856) 825-3686

With a Copy to:

M. James Maley Jr. Esq.  
Maley & Associates, PC  
1150 Haddon Avenue  
Suite 210  
Collingswood, NJ 08108-2111  
Telephone: (856) 854-1515  
Facsimile: (856) 858-2944

Any party may change its address for notices by notice theretofore given in accordance with this Paragraph 6 and shall be deemed effective only when actually received by the other party.

**7. Waiver.** No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of any other party.

**8. Implementation of Agreement and Redevelopment Plan.** The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions of this Agreement and the Redevelopment Plan. The City further agrees to take such action as may be reasonably requested by any lender of Redeveloper in connection with obtaining financing for the Project Improvements; provided, however, that the reasonable cost of such action shall be borne by the Redeveloper.

**9. Representations.**

a. Legal Capacity. Each party represents that they have the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth and as set forth in the Redevelopment Plan existing on the date of this Agreement.

b. Duly Organized. Each party is duly organized and a validly existing legal entity under the laws of the State of New Jersey or the laws of such other jurisdictions of incorporation or formation, and necessary resolutions have been duly adopted, authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on their behalf.

c. No Pending Litigation. To the best of their respective knowledge, there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed to exist that questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement.

d. **No Violation of Agreements.** The execution and delivery of this Agreement and the performance hereunder by each party will not constitute a violation of any partnership agreement, articles of incorporation, limited liability company operating agreement, and/or stockholder agreement of such entity, or of any entity which holds an ownership interest therein, or of any agreement, mortgage, indenture, instrument or judgment to which it is a party.

e. **Best Efforts.** Each party will use its best efforts to assure the completion of the Redevelopment Project as specified in this Agreement.

**10. Assignment of Rights.**

a. Neither party to this Agreement may assign its rights hereunder to another person or entity without the prior written consent of the other party. Redeveloper may only be relieved of its rights and obligations under the terms of this Agreement, if it obtains the consent of the City of the said person or entity as contemplated in this Paragraph 10.a., and said person or entity agrees to assume all rights and obligations of Redeveloper under the terms of this Agreement.

b. This Agreement may not be assigned to a lender providing acquisition and construction financing for the Redevelopment Project and/or any purchaser at foreclosure of any such financing without the consent of the City, which shall not be unreasonably withheld, delayed or conditioned.

**11. Delays: Force Majeure.** For the purposes of any of the provisions of this Agreement, neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations hereunder in the event of any enforced delay in the performance of such obligations due to or arising from causes beyond its reasonable control and without its fault or negligence, including, but not restricted to (i) acts of God, acts of public enemies, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, strikes, freight, energy shortages, embargoes, unusual or severe weather, or (ii) delays of subcontractors due to actions or inactions by any federal, state or local governmental or quasi-governmental authority with respect to any required governmental approvals for the development of the Redevelopment Project (excluding, without limitation, a failure of the City to perform in accordance with the terms of this Agreement). It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Redeveloper shall be extended for the period of the enforced delay.

**12. Severability.** The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof.

**13. Successors Bound.** This Agreement shall be binding upon the respective parties hereto and their successors by merger, liquidation or other reorganization.

**14. Governing Law.** This Agreement shall be governed by and construed in

accordance with the laws of the State of New Jersey, without giving effect to any principal of choice of laws, and any actions arising from this Agreement shall be commenced and prosecuted in a Court of the State of New Jersey.

**15. Title of Agreement Provisions.** The titles of the provisions of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**16. Counterparts.** This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

**17. Exhibits.** Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

**18. Entire Agreement.** This Agreement, and any Financial Agreement the parties may enter into pursuant to Paragraph 4, constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof, except as otherwise provided herein.

**19. Effective Date.** Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the parties hereto have executed and delivered this Agreement.

**20. Drafting Ambiguities; Interpretation.** In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by or construed in favor of or against either party due to the fact that counsel for one of the parties drafted this Agreement. Each party acknowledging that it and its' counsel have had an opportunity to review this Agreement and have contributed to the final form of same.

**21. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the Redeveloper and the City, their relationship being solely as contracting parties under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be properly executed and their corporate seals (where applicable) affixed and attested to as of the day and year first above written.

CITY:

ATTEST:

CITY OF MILLVILLE

\_\_\_\_\_  
JEANNE HITCHNER, City Clerk

By: \_\_\_\_\_  
MICHAEL SANTIAGO, Mayor

Witness:

\_\_\_\_\_  
Name:  
Title:

REDEVELOPER:

VILLAGE DRIVE HEALTHCARE URBAN  
RENEWAL LLC

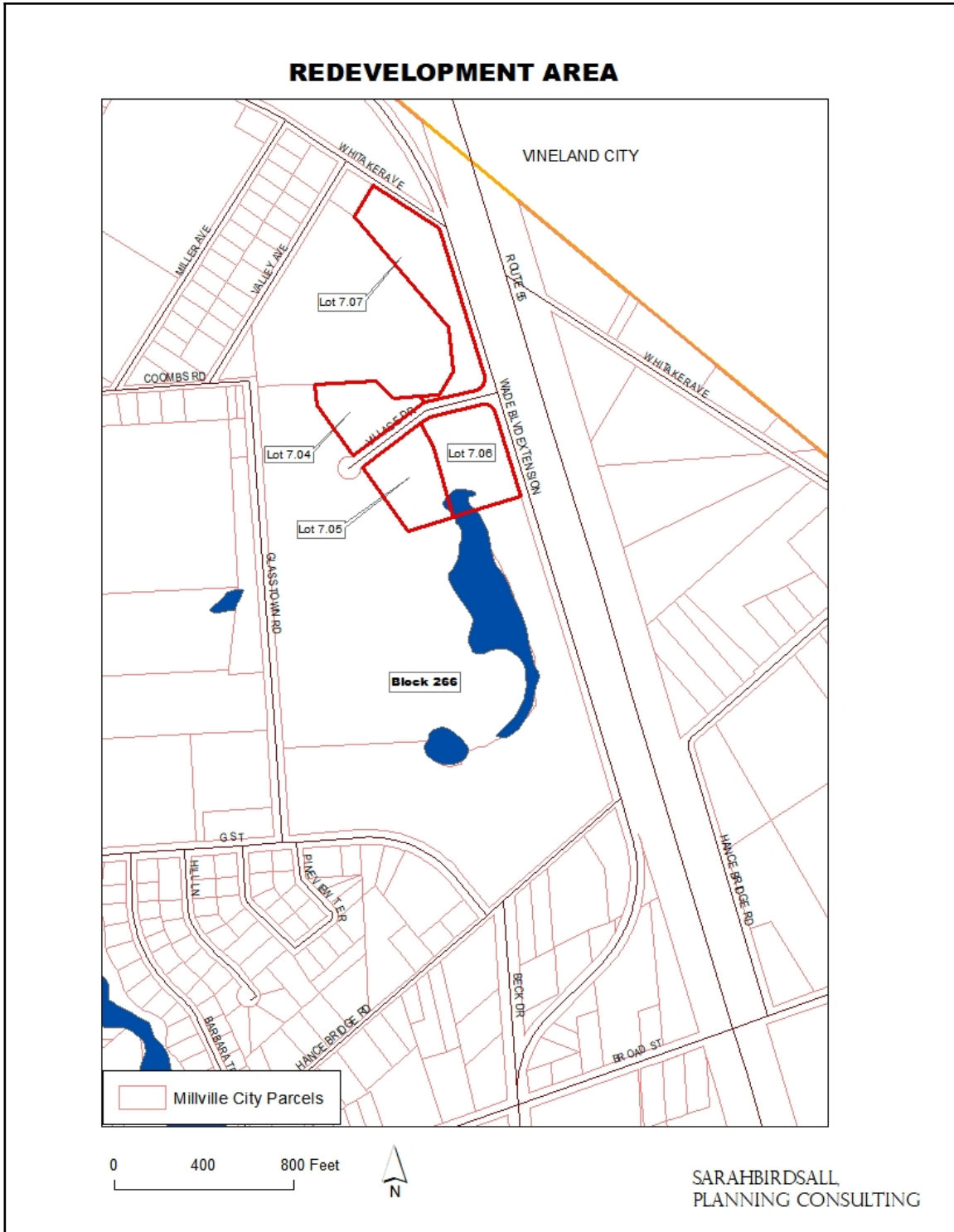
By:\_\_\_\_\_  
Name:  
Title:

## SCHEDULE OF EXHIBITS

- A. Redevelopment Plan
- B. Map of Property
- C. Cost Estimate

**EXHIBIT A**  
**Redevelopment Plan**

**EXHIBIT B**  
**Map of Property**



**EXHIBIT C**  
**Cost Estimate**

The estimated development cost for the Project is \$30,285,338.

