

**DEVELOPER'S AGREEMENT
BETWEEN
AND
MIDDLESEX COUNTY**

County Planning Board File# _____

THIS AGREEMENT made the ____ day of _____, 20__ by and between _____, having an address at _____
_____ (hereinafter referred to as **"DEVELOPER"**) and the **COUNTY OF MIDDLESEX**, a municipal corporation of the State of New Jersey, having an office at the County Administration Building, in the City of New Brunswick, County of Middlesex and State of New Jersey (hereinafter referred to as **"COUNTY"**)

WHEREAS, The _____ (hereinafter referred to as _____) is the owner of certain lands and premises situated in the Township of _____, County of Middlesex and State of New Jersey, known and designated as Lot(s) _____ in Block(s) _____, and Developer is the owner of certain lands and premises situated in the Township of _____, County of Middlesex and State of New Jersey, known and designated as Lot(s) _____ and _____, In Block(s) _____ (hereinafter referred to as the "_____"); and

WHEREAS, the Developer _____ applied to the Development Review Committee of the Middlesex County Planning Board (hereinafter referred to as **"COMMITTEE"**) for preliminary and final major subdivision or site plan approval of the property for the purpose of _____ (hereinafter referred to as "_____"); and _____

WHEREAS, _____ Road will provide access for the _____
_____ And _____

WHEREAS, on _____ the Committee reviewed and conditionally approved the application entitled " _____

_____, Middlesex County, N.J.", and dated _____ and revised through _____ and prepared by _____
and _____

WHEREAS, the aforementioned conditional approval required, among other things, the execution and delivery of an agreement between the Developer and the County concerning improvements required to be provided by the Developer as a condition of said approval; _____

WHEREAS, the Developer has agreed to construct; _____

_____ (hereinafter referred to as the “_____”); and _____

WHEREAS, the Developer is the owner of all the land affected by improvements required to be constructed within the County right-of-way;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows;

1. **Adoption of Preambles:** The parties hereto adopt the terms and conditions of the **WHEREAS** Clause as set forth above.
2. **Project:** The Project consists of the construction of physical improvements along _____ and (County Road #_____)
3. **Developer’s Agreement:** The parties hereby acknowledge and agree that the aforementioned approval granted by the Committee authorized a Developer’s Agreement to ensure compliance with the conditions of approval, and this Agreement is intended to satisfy that requirement. The parties hereby agree and conform that identifies and describes the improvements required accordingly to “Exhibit A the schedule” and to be constructed within the County right-of-way for _____ Road (hereinafter referred to as “**IMPROVEMENTS**”) Developer agrees it shall provide any and all specifications and construction details for the improvements as may be required, which shall be subject to the County’s review and approval.
4. **Cooperative Effort:** The Developer on its behalf and on behalf of its successors and assigns and the County agree that they shall mutually cooperate in connection with the obtaining of all permits required to install the improvements. The Developer shall be responsible for the costs for acquiring all necessary permits and approvals. The Developer confirms that it shall be responsible for all cost associated with the design, construction and implementation of the Improvements. The County understands and agrees that the Developer shall have no obligation under this Agreement if it is unable to obtain all appropriate permits and approvals for the Project. In such an event, this Agreement shall be terminated, and all approvals voided.

5. **Development Costs/Approvals:** The Developer agrees that upon receipt of all permits and approvals for the Project from all affected governmental entities, the County and State agencies and upon execution of all developer's agreements, it shall be responsible for the construction of the Improvements. Developer, on behalf of itself and/or its successors and assigns, shall save, protect, indemnify, and hold harmless the County of Middlesex and/or its officers and employees, from any and all judgments, fees, attorney's fees, damages or claims for damages to persons or property which may result from the actions, inaction's and/or negligence by Developer or its agents, contractors, subcontractors and/or representatives which may arise from the construction of the improvements as set forth herein, or the undertaking of any of the Developer's obligations pursuant to this agreement. *“The County shall assist the Developer in expeditiously acquiring (by condemnation) the lands or easements necessary to construct the Road Project and, if applicable, the Related Improvements collectively sometimes referred to as the “Property”. The Developer shall attempt to acquire the Property through negotiation. If the Developer has negotiated in good faith but is unsuccessful in acquiring the Property for fair market value, then, and in that event, the County agrees to use its powers of eminent domain to acquire the property. The Developer shall bear all of the costs and expenses of acquisition, including attorney's fees, filing fees and appraisal fees in the event that the County is required to use its powers of eminent domain to acquire the Property.”*
6. **Limitation of Liability:** The County agrees that it shall look solely to the estate and property of the Developer of the Project, its successors and assigns, for the collection of any judgment (or other judicial process) requiring the payment of money by the Developer or requiring the performance by Developer of any obligation of this Agreement, in the event of any default or breach by Developer with respect to any of the terms covenants or conditions of the Agreement to be observed or performed by Developer (subject always, however, to the prior rights of any mortgagees of the Property). It is specifically understood that no officer or shareholder of Developer, shall have any personal or individual liability pursuant to this Agreement. If this Project, or the Developer rights to this Project, are sold or transferred, the Developer shall not transfer any obligations under this Agreement without the express written consent of the County whose consent shall not be unreasonably withheld.
7. **Severability:** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, such determination shall not affect any of the other provisions of this Agreement and such other provisions shall remain in full force and effect.

8. **Modification:** This Agreement shall not be modified or terminated except by writing and signed by the parties.
9. **Governing Law:** This Agreement shall be governed by and in accordance with the laws of the State of New Jersey.
10. **Notices:** All notices given under this Agreement must be in writing, and shall be sent by certified mail, return receipt requested, addressed to the other party at the Address set forth at the beginning of this Agreement. A copy of any notice to the Developer shall also be sent to _____ all such notices shall be effective upon receipt.
11. **Waiver:** No exercise or waiver, in whole or in part, of any right or remedy provided for this Agreement shall operate as a waiver of any other right or remedy, except as otherwise herein provided. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof.
12. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties concerning the subject matter herein contained. There are no oral promises, conditions, representations, undertaking, interpretations or terms of any nature as conditions or inducements to the signing of this Agreement which are in effect between the parties hereto. This Agreement may not be amended, modified, altered or waived, in whole or in part, except by a subsequent writing signed by the parties sought to be bound.
13. **Heirs, Successors, Assigns Bound:** The terms of this Agreement shall run with the land, shall bind and insure to the benefit of the Developer, and its successors and assigns, and Middlesex County, their successors and assigns, heirs, personal representatives, administrators and executors.
14. **Captions:** All captions in this Agreement are for convenience only. They should not be deemed part of the Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Developer's Agreements the day and year first above written.

<p>ATTEST:</p> <p>_____</p> <p style="text-align: center;">Secretary</p>	<p style="text-align: right;">CORPORATION</p> <p>By: _____</p> <p style="text-align: right;">President</p> <p style="text-align: center;">MIDDLESEX COUNTY, a Municipal Corporation, established under the laws of the State of New Jersey</p> <p>By: _____</p> <p style="text-align: center;">Ronald G. Rios Freeholder-Director</p>
<p>_____</p> <p>Amy R. Petrocelli Clerk of the Board</p>	

**CORPORATE
ACKNOWLEDGMENT**

STATE OF NEW JERSEY:

SS:

COUNTY OF MIDDLESEX:

I certify that on ____ day of _____, 20____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- A. This person is the _____ secretary of _____, the corporation described in the foregoing documents;
- B. This person is the attesting witness to the signing of said documents by the proper corporate officer who is _____, the _____ President of the Corporation;
- C. The documents were signed and delivered by the Corporation as its voluntary act duly authorized by a proper corporation resolution;
- D. This person knows the proper seal of the corporation which was affixed to said documents; and
- E. This person signed this proof to attest to the truth of these facts.

(Signature)

(Print name of Attesting Witness and Title)

Signed and sworn to before
me on _____, 20____

Notary Public

**PARTNERSHIP
ACKNOWLEDGMENT**

STATE OF NEW JERSEY:
SS:
COUNTY OF MIDDLESEX:

I certify that on this day _____ of _____, 20__ personally came before me and appeared _____, to me known and known to me to be one of the members of the firm of _____, described in and who executed the foregoing instruments, and acknowledged to me that executed the same as and for the same as for the act and deed of said firm.

(Signature)

(Print name of Attesting Witness and Title)

**SWORN TO AND SUBSCRIBED BEFORE
ME ON THIS _____ DAY OF _____, 20__**

**INDIVIDUAL
ACKNOWLEDGMENT**

STATE OF NEW JERSEY:
SS:
COUNTY OF MIDDLESEX:

I certify that on this day _____ of _____, 20__ personally came before me and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instruments, and acknowledged to me that executed the same.

(Signature)

(Print name of Attesting Witness and Title)

**SWORN TO AND SUBSCRIBED BEFORE
ME ON THIS _____ DAY OF _____, 20__**

EXHIBIT “A”